TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~239~~ 33

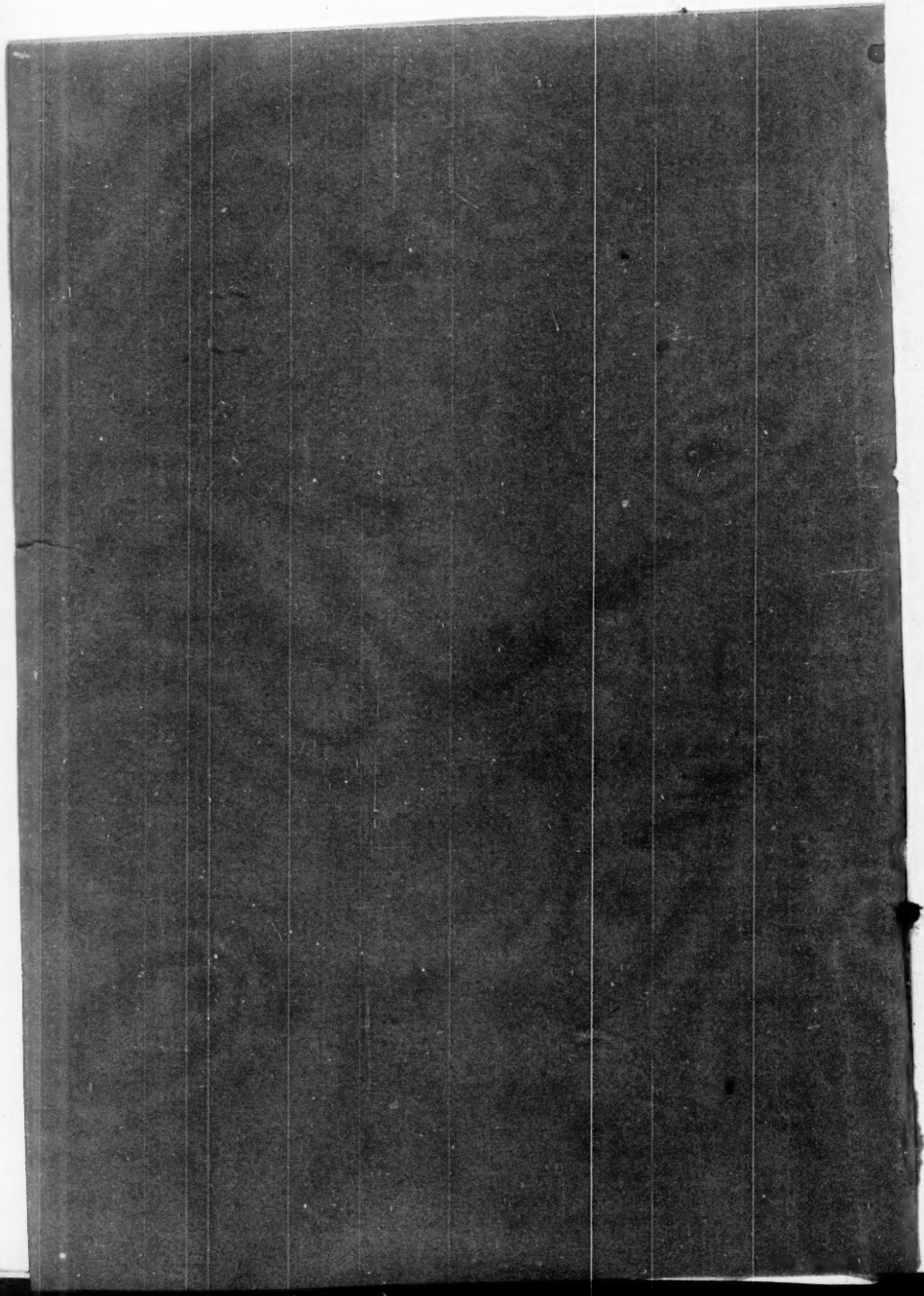
ELIZABETH W. EDMONDSON, JAMES A. WADDELL, ET AL.,
APPELLANTS,

vs.

ADAM BLOOMSHIRE ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF OHIO.

FILED JUNE 21, 1869.



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1 At a special and adjourned term of the circuit court of the United States for the seventh circuit and southern district of Ohio, begun and held at the city of Cincinnati, on the third Tuesday, being the twenty-first day, of June, in the year of our Lord one thousand eight hundred and fifty-nine, and of the independence of the United States of America the eighty-third—present the Honorable Humphrey H. Leavitt, a judge of said court—among others the following proceedings were had, to wit:

JOHN EDMONDSON, AND LITTLETON WADDELL and wife,
vs.
ADAM BLOOMSHIRE, CONRAD DOELLINGER, John L. Doellinger, John Delph, John Adam, John Adam Ell, Garrit Harris, Adam, Kuhlman, John M. Kerner, George Nicol, George Rouse, jun., Philip Rouse, George Rouse, Gottlieb Ruppright, 2d, John M. Shiederer, Adam Steinbouer, Jacob Sidell, Philip Dasher, John West, Joseph Rain, William Campbell, Asa Caryll, William Crathy, Sebastian Ell, John S. Fulton, John Geer, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsey, Daniel Keys, Levi Lyon, Hugh Moore, Adam Roush, Jackson G.
2 Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Orgon, Robert Sharp, Christian Smith, James Smith, George H. Turner, Joseph Gibson, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, John L. Geer, Andrew Genher, Harvey Hawley, John Hawley, and William Smith.

} In chancery.

Be it remembered that heretofore, to wit, on the 12th day of December, A. D. eighteen hundred and fifty-four, came the said complainants, by their attorneys, and filed in the clerk's office of said court their certain bill in chancery against the said defendants; which said bill is in the words and figures following, to wit:

Bill.

To the circuit court of the United States within and for the district of Ohio, in chancery sitting:

Your orator, John Edmondson, a citizen and resident of the town of Clarksburg, in the State of Virginia, and Littleton Waddell and Elizabeth Waddell, his wife, citizens and residents of the city of Raleigh, in the State of North Carolina, complaining against Adam Bloomshire and other defendants hereinafter named, citizens and residents of the State of Ohio, respectfully represents—

That on or about the 18th day of May, 1776, one William Rickman, of the county of Charles City, in the State of Virginia, was
3 appointed by the United States a deputy director general in the Virginia line on continental establishment, and was thus em-

ployed in the service of the United States for three years or more, and in consideration of such service he was entitled to Virginia military bounty lands.

That afterwards, on the 7th day of August, 1778, said Rickman made and published his last will and testament, by which he gave and bequeathed to his wife, Elizabeth Rickman, all his estate of whatsoever nature, both real and personal, in fee-simple, and appointed his wife, her father Benjamin Harrison, (then late governor of Virginia,) and her brother Benjamin Harrison, jr., executors of his will.

That afterwards, about the year 1781, the said William Rickman departed this life, in the county of Charles City aforesaid, without issue, leaving the said will unrevoked and in full force, and which was afterwards proved and admitted to record, according to the laws of Virginia, a copy of which, marked "A," is herewith filed, and leaving also the said Elizabeth Rickman his widow.

That afterwards, to wit, on the third day of December, 1783, on the petition of the said Elizabeth Rickman, widow and executrix of William Rickman aforesaid, deceased, to the general assembly of the State of Virginia, it was, among other things, "resolved by the house of delegates thereof that Elizabeth Rickman, widow of the said William Rickman, be allowed such a portion of land as the rank and service of the said William Rickman merit."

4 That afterwards, to wit, on the 13th day of January, 1784, in pursuance of said resolution, a certificate or military land warrant, No. 2245, was issued by the Commonwealth of Virginia to the said Elizabeth Rickman for 6,666⅔ acres of land, the quantity to which said William Rickman's rank and services entitled him, to be conveyed and laid off from the lands set apart for the officers and soldiers of the Commonwealth of Virginia, a copy of which, marked "B," is herewith filed.

Your orator further represents that afterwards, on or about the day of , 1789, the said Elizabeth Rickman intermarried with one Dr. John Edmondson, of said county of Charles City, and that afterwards, on or about the day of , 1790, the said John Edmondson and Elizabeth, his wife, executed and delivered to one Carter B. Harrison, her brother, of the county of Surry, in said State of Virginia, a post-nuptial agreement, or deed of trust, by which they conveyed to said Harrison all the property, personal and real, of which the said Elizabeth Edmondson was possessed, or to which she was entitled, under the said last will of her former husband, William Rickman, deceased, or otherwise, in trust, for the separate use, advantage, emolument, of the said Elizabeth Edmondson, wife of the said John Edmondson, her heirs, executors, and administrators, and in and by which the said John Edmondson also agreed that the said Elizabeth Edmondson should

5 be permitted by last will, and which last will and testament the said John Edmondson thereby further agreed she should have full power to make and publish as fully and effectually as she might or could have done previous to her intermarriage with him, to make such bequests and dispositions of all or any part or parcel of her property so conveyed in trust, to such person or persons as she might choose; and the said Carter B. Harrison then and there accepted said trust, a copy of which trust-deed is herewith filed and marked "C."

That afterwards, on or about the 1st day of January, 1791, the said Elizabeth Edmondson departed this life at Charles City County, Virginia, without issue, and leaving a will dated May 3d, 1790, which was afterwards, on the 20th day of January, 1791, proved and admitted to record in said county of Charles City, according to the laws of Virginia,

an exemplified copy of which has since been duly admitted to record in the county of Union, and State of Ohio, a copy of which, marked "D," is herewith filed, and that the said Elizabeth Edmondson, by her last will aforesaid, gave to her said husband, John Edmondson, her said certificate or land warrant then in the hands of her brother Benjamin Harrison, (meaning and including the land warrant No. 2245, so issued as aforesaid,) and gave nearly all of the residue of her large property to her brothers and sisters.

That afterwards, about the year 1795, the said John Edmondson intermarried with one Lucy, with whom he afterwards lived and by whom he had three children, hereinafter mentioned.

6 That afterwards, in the spring of 1801, the said Benjamin Harrison, in whose possession the said certificate or land warrant was at the time of Mrs. Edmondson's death, and who still had possession thereof, at the request, and for the use and benefit of the said John Edmondson, placed the same in the hands of Henry Massie to be located according to the exigency thereof for the said John Edmondson, and which was afterwards located and surveys made in pursuance thereof as follows, to wit:

Survey No. 4067, for 1,120 acres, on waters of Mill Creek, beginning at a white oak, hickory, and beach, southeast corner to Edward Dauset's survey, No. 2256; running thence with his line S. 80° 10 400 poles to a hickory, ash, and red oak, southeast corner of said Rickman's survey No. 4069, and northeast corner of another of his surveys, No. 4068; thence, with the line of the last-mentioned surveys, S. 10° E. 450 poles to two white oaks and four small sugar-trees, southeast corner of said survey; thence 80° E. 400 poles to three hickories and a sugar-tree; thence N. 10° W. 450 poles to three hickories and a sugar-tree; thence N. 10° W. 450 poles to the beginning.

October 24, 1801.—Survey No. 4069, for 1,000 acres, for the same, on waters of Mill Creek, beginning at a large white oak and three sugar-trees, corner to Edward Dause's survey, No. 2256, No. 3351, & No. 3354; running thence with the line of the last-mentioned surveys S. 80° W. 400 poles to a sugar-tree, hickory, & ironwood, southwest cor-

7 ner of said survey; thence south 10° E. 400 poles to two small ironwoods and a sugar-tree, northwest corner of said Rickman's survey No. 4068; thence, with the line thereof, N. 80° E. 400 poles to a hickory, ash, and red oak, southwest corner to Edward Dauser's survey No. 2256, aforesaid; thence, with his line, N. 10° W. 400 poles to the beginning.

October 24th, 1801.—Survey No. 4071, for 1,080 acres, on the waters of Darby Creek, beginning at the two small ironwoods and a sugar-tree, southwest corner to said Rickman's survey No. 4069; running thence S. 80° W. 400 poles to a sugar-tree and hickory; thence S. 10° E. 435 poles to an ash and elm; thence W. 80° E. 400 poles to two hickories, an elm, and small buckeye, southwest corner to said Rickman's survey No. 4068; thence, with her line, No. 10° W. 435 poles, crossing a large branch at 60, at 84, at 112, and at 140 poles, to the beginning.

May 31, 1802.—Survey No. 4072, for 600 acres, on the waters of Mill Creek, a west branch of the West Fork of Scioto, beginning at two small white oaks, an ironwood, and northeast corner to Dause's survey No. 3352, running with his line S. 80° W. 400 poles, crossing a branch, to two elms and a red oak, northwest corner to said Dause's survey; thence N. 10° W. 240 poles, crossing a branch, to two elms and an ash; thence N. 80° E. 400 poles to a hickory, ironwood, and sugar-tree; thence S. 10° E. 240 poles to the beginning.

May 31, 1802.—Survey No. 4073, for 666⅔ acres, on the waters of
8 Mill Creek, a west branch of Scioto, beginning at a large elm, hickory, and sugar-tree, northwest corner of Benjamin Biggs' survey No. 4074, and southwest corner of another of said Biggs' surveys, No. 4075; running thence S. 80° W. 400 poles to two hickories, an elm, and sugar-tree; thence N. 10° W. 267 poles, crossing a branch at 160 poles, to two white oaks and a sugar-tree; thence N. 80° E. 400 poles, crossing a branch at 140 poles, another large branch at 320 poles, 360 poles, and at 380 poles, to a lymn, elm, and beech, northwest of Biggs' survey No. 4075; thence, with his line S. 10° E. 267 poles, crossing a large branch, to the beginning.

October 29, 1801.—Survey No. 4068, for 1,120 acres. Survey No. 4070, for 1,080 acres. The surveys No. 4068, (1,120 acres,) and 4070, (1,080 acres,) are situated in the county of Delaware, Ohio, and all of the other surveys are situated in the county of Union, in said State of Ohio.

That afterwards, about the 1st day of December, 1802, and while the certificates of entry and survey of said lands were in the office of the surveyor general, Richard C. Anderson, the said John Edmondson died in Augusta County, Virginia, leaving a will, which was afterwards proved and admitted to record in said county according to the laws of Virginia, a copy of which, marked "E," is herewith filed, and by which said will the said John Edmondson, after making certain bequests in favor of his wife,
devised all his estate, personal and real, to his three children
9 equally, who were then infants in tender years, the youngest being but about three months old.

That soon after the death of said John Edmondson one of his said children and devisees died without issue, leaving the other two, who are now your orators John Edmondson, and Elizabeth Waddell, intermarried with your orator Littleton Waddell, (but formerly Elizabeth Edmondson,) the only surviving devisees and heirs at law of said John Edmondson, deceased, and who are entitled in equity to the lands above described.

You orators further represent that afterwards, to wit, on the 26th day of September, 1805, Carter B. Harrison, (for himself,) and as guardian of Benjamin Harrison, son of Benjamin Harrison, of Berkley, David Copeland, Ann Coupland, Lucy Singleton, Sally Minge, and John Minge, set up a claim to said certificate as the legal representatives of Elizabeth Rickman, dec'd, and wrongfully obtained possession thereof, and wrongfully & in fraud of your orators' rights assumed to assign over and transfer all their interest to said surveys No. 4068 and 4070, in Delaware County, to said Henry Massie, in consideration of locating and surveying 6,666⅔ acres of land, and a copy of which assignment is herewith filed, marked "F."

Your orator further represents that afterwards, on or about the 6th day of January, 1807, (and about five years after the death of said John Edmondson,) the said Lucy Singleton, Carter B. Harrison, William
Harris, Ann Coupland, wife of David Coupland, Sally Minge,
10 Benjamin Harrison, jr., the last-named a nephew, and the others brothers and sisters of the said Elizabeth Edmondson, deceased, well knowing the intermarriage of the said Elizabeth with the said John Edmondson, deceased, and well knowing that she died leaving a will as hereinbefore stated, and well knowing that said John Edmondson had died leaving a will, and leaving your orators, John and Elizabeth, his surviving and only devisees and heirs at law, and well knowing that they were orphans in tender years and ignorant of their rights in the premises and unable to protect the same, and well knowing that they (your orators aforesaid) were entitled in equity to the lands so located and

surveyed as aforesaid, fraudulently combined together, and with the said David Coupland, to take advantage of your orators' helpless condition, and to cheat and defraud them out of the said lands, and for that purpose they went into Henrico County, Virginia, and in the county court of that county, and by the oath of Edmond Randolph, proved themselves and the said Elizabeth Edmondson to be the children, &c., of Benjamin Harrison, esq., then late governor of Virginia, but designated Mrs. Edmondson in the affidavit as "Elizabeth Rickman," without noticing her marriage with Dr. John Edmondson, a fact familiar to them at that time, but which, and the fact also that she left a will as aforesaid, and that your orators were entitled to the land, they studi-
11 ously and fraudulently concealed from the court and the Land Office at Washington. A copy of the affidavit is herewith filed, marked "G."

Your orator further represents that afterwards, to wit, on the 8th day of October, 1808, the said Henry Massie procured patents to be issued by the United States, to himself, for said surveys No. 4068 and 4070, in pursuance of the assignment so made to him by Carter B. Harrison, and others above named.

That afterwards, on the 19th day of June, 1809, the said Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jr., William Harrison, and Carter Harrison, in pursuance of their fraudulent combination aforesaid, procured patents to be issued to themselves jointly, as the legal representatives of said Elizabeth Rickman for said surveys No. 4069, 4071, 4073, and 4067, in Union County, and hereinbefore more particularly described, copies of which patents, duly certified, are herewith filed. And your orators claim that said patentees received the patents in trust for your orators who alone were entitled to the same, and the lands therein described, and that they were clothed with the legal title to said lands as trustees in equity for your orators.

Your orators further represent that afterwards, by indenture or deed bearing date November 13, 1809, John Minge, Benjamin Harrison, William A. Harrison, (of Maycox,) and William Randolph, Richard K. Randolph, Peyton Randolph, William Berkley, Elizabeth Berkley, (his wife,) Thomas Taylor, & Lucy Taylor, (his wife,) the representatives of
12 Lucy Singleton, deceased, all claiming to be the legal representatives of Elizabeth Rickman, widow, &c., in consideration of a release from David Coupland & wife, for 1,480 acres of land to John Minge, and Benjamin Harrison, that is to say, 740 acres to each, and the receipt of $10 cash, granted to said David Coupland the five surveys last above mentioned in Union County aforesaid, and immediately under the signature of the parties to said deed, there is a memorandum written and signed by the same parties, under seal, as follows: "MEM.—It is hereby understood by all the parties to this conveyance that the grantors only intended to convey their respective proportions of the land herein mentioned, and that they do not intend to affect the claim of any orphan or orphans who may be entitled to any part thereof." A copy of the record of said deed, in Delaware County, Ohio, is herewith filed, marked "H." Your orators are informed and believed that said John Minge and William A. Harrison had no title whatever to said lands, and that Sally Minge never disposed of her share thereof, and that her heirs at law (who are to your orators unknown) now hold the same in trust for your orators, and that the legal title acquired by said Carter B. Harrison and William A. Harrison, by the patents aforesaid, was never conveyed away by them, and is now held by their heirs at law (who are unknown to your orators) in trust for your orators.

Your orators further represent that they have been informed and
13 believe that Adam Bloomshire, Conrad Dollinger, John L. Dollinger, John Delph, John Adam Ell, Garrett Harris, Adam Kuhlman, John M. Kerner, George Nicol, George Rouse, jr., Philip Rouse, George Rouse, Gottleib Ruppright, 2d, John M. Shiderer, Adam Steinbower, Jacob Sidell, Philip Dashell, John West, are each in possession of some part or parcel of said survey No. 4067; that Joseph Bain, William Campbell, Asa Caryl, William Cratty, Sebastian Ell, John S. Fulton, John Geer, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsey, Daniel Keys, Levi Lyon, Hugh Moore, Adam Rausch, Jackson G. Sprague, Mains Wasson and Andrew Guiber, John L. Geer, are each in possession of some part or parcel of said survey No. 4069; that Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Orgon, Robert Sharp, Christian Smith, James Smith, George H. Turner, William Smith, are each in possession of some parts of said survey No. 4073; and that Joseph Gibson, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, Harvey Hawley, John Hawley are each in possession of some part or parcel of said survey No. 4071; and that the several persons above named are all citizens and residents of the county of Union, and State of Ohio, and are each in possession of some part or parcel of one or more of the four surveys last above mentioned, and some claiming under titles derived from said David Coupland, as your orators are in-
14 formed, and other claiming under tax titles only. And your orators avers that said four surveys of land are of the value of fifty thousand dollars or more.

Your orators further represent that whatever tax sales may have been made of the said lands, or parts thereof, are irregular and void, and that all persons in or out of the possession of said premises claiming or deriving title from said David Coupland, or his grantees, are chargeable with notice of your orators' rights in the premises and their equitable title to said lands, and your orator claim that the present holders of the legal title to said lands in equity hold the same in trust for the use and benefit of your orators, all of whom had full notice of the rights and interest of your orator.

And your orators further represent that your orator Elizabeth intermarried with her present husband, Littleton Waddell, your orator, on the day of , A. D. 1814, when she was but 17 years of age, with whom she has ever since lived in coverture.

And your orators further represent that the patentees of the lands aforesaid, and claiming under them, have always, up to the present time, studiously and fraudulently concealed from and kept your orators in ignorance of their rights in the premises, and that your orators remained entirely ignorant of their rights in relation to said lands, and ignorant of the frauds committed against them as aforesaid, until about the 25th day of October, 1852, when they accidentally, through a friend at
15 Washington City, learned some facts which have since led to a discovery of the same, and since that time your orators have been engaged in procuring evidence of their rights in the premises, and that previous to that time your orators have been beyond "seas," & have never been within the said State of Ohio.

Your orators therefore pray that the said Adam Bloomshire, Conrad Doellinger, John L. Doellinger, John Delph, John Adam Ell, Garrett Harris, Adam Kuldman, John M. Keiner, George Nicol, George Rouse, jr., Philip Rouse, George Rouse, Gottlieb Ruppright, 2d, John M. Shiderer, Adam Steinbower, Jacob Lidell, Philip Dasher, John West, Joseph Bain,

William Campbell, Asa Caryc, William Cratty, Sebastian Ell, John S. Fulton, John Geer, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsey, Daniel Keys, Levi Lyon, Hugh Moore, Adam Roush, Jackson G. Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Orgon, Robert Sharp, Christian Smith, James Smith, George H. Turner, Joseph Gibson, Gregory Harvey, Andrew Keys, Reuben P. Mann, William Porter, John L. Greer, Andrew Guiher, Harvey Hawley, John Hawley, William Smith, all of whom are citizens of the State of Ohio, and residents of Union County, in the State of Ohio, may be made parties defendant to their bill; that process of subpœna may be issued against them accordingly; that they may severally answer under
16 oath all [all] and singular the premises; that the defendants may severally be decreed to release to your orators all their respective claims and titles of whatever nature to said lands upon such terms as the court may deem equitable in the premises; and that your orators may have such other and further relief in the premises as equity and good conscience may require.

T. W. POWELL, *Sol'r for Compl't.*

Exhibit A.

In the name of God, Amen. I, William Rickman, of the parish of Weithorn, and county of Charles City, being very sick and weak, but in sound sense and memory, do make and ordain this to be my last will and testament.

Imprimis. I give and bequeath unto my ever dear and affectionate wife, Elizabeth Rickman, all my estate, of whatever nature, both real and personal, to her and her heirs, forever.

Lastly. I constitute and appoint my said wife, Elizabeth, her father, the Hon. Benjamin Harrison, esq., and her brother, Benjamin Harrison, jr., esq., joint executors of this my last will and testament, hereby revoking all other wills by me heretofore made.

In witness whereof I have hereunto set my hand and seal this seventh day of August, in the year of our Lord one thousand seven hundred and seventy-eight.

WILLIAM RICKMAN. [SEAL.]

Signed, sealed, published, and declared in presence of—
THOMAS ROBINSON.
EZEKIEL ROWELL.
JAMES NERD.

17 *Exhibit B.*

Land office military warrant No. 2245.

To the principal surveyor of the lands set apart for the officers and soldiers of the Commonwealth of Virginia:

[L. S.] This shall be your warrant to survey and lay off in one or more surveys for Elizabeth Rickman, widow of William Rickman, her heirs or assigns, the quantity of six thousand six hundred sixty-six & ⅔ acres of land, due unto the said Elizabeth Rickman, widow as aforesaid, in consideration of Wm. Rickman's services for three years as

a col. in the Virginia continental line, by resolution of assembly of the 3rd of December, 1783, & according to a certificate from the governor and council, received into the land office.

Given under my hand and the seal of the said office, this 13th day of January, in the year of our Lord one thousand seven hundred and 84.

JOHN HEMRICKE, *L. Officer.*

And afterwards endorsed thereon:

The within warrant to be laid in five surveys, four of a thousand each, and one of two thousand six hundred and sixty-six and $\frac{2}{3}$.

RICHARD C. ANDERSON,
For B'N HARRISON.

Exhibit C.

This indenture, made this the day of , in the year of our Lord one thousand seven hundred and ninety, between John Edmondson and Elizabeth, his wife, of the county of Charles City, of the one part, and Carter Bassett Harrison, of the county of Surry, of the other part, witnesseth that, for conveying, settling, and assuring certain lands,
18 tenements, and hereditaments, hereinafter mentioned, and also certain slaves, stocks, and furniture, and such other property as the said Elizabeth was possessed of, or entitled to, under the will of her former husband, William Rickman, late of the said county of Charles City, deceased, & also all such other estate, either real or personal, which she, the said Elizabeth, was seized and possessed of, entitled to, or enjoyed under, the will aforesaid, or from any other source whatever, in such manner as is hereinafter mentioned, and for and in consideration of the sum of ten shillings, in hand paid by the said Carter Bassett Harrison, at and before the sealing and delivery of these presents to them, the said John and Elizabeth, the receipt whereof they do hereby acknowledge, and thereof and therefrom do hereby acquit, exonerate, and discharge the said Carter Bassett Harrison, his heirs, executors, and administrators, they, the said John Edmondson and Elizabeth, his wife, have given, granted, bargained, sold, enfeoffed, released, and confirmed, and by these presents do give, grant, bargain, sell, enfeoff, release, and confirm, unto the said Carter Bassett Harrison, his heirs and assigns, all those tracts and parcels of land called and known by the name of Millford, with the appurtenances thereunto belonging, containing, by estimation, eight hundred acres, situate, lying, and being in the said county of Charles City, which said several tracts or parcels
19 of land was purchased by the said William Rickman by sundry persons, and conveyed to him by several deeds, recorded in the county court of Charles City, reference being thereto had will more at large appear, and the reversion and reversions, remainder and remainders, rents, issues, and profits, of the aforesaid lands and tenements, and also all the negroes, stock of horses, cattle, hogs, and sheep, with their future increase, and also all such other estate, either real or personal, which she, the said Elizabeth, was possessed of or entitled to under the will aforesaid, or by any other ways or means whatever, with all the right, title, claim, or demand whatsoever of them, the said John Edmondson and Elizabeth, his wife, of, in, and to the premises, and every or any part or parcel thereof to him, the said Carter Bassett Harrison, his heirs and assigns, to have and to hold the said lands and tenements,

with their appurtenances, negroes, stocks, and their increase, furnature, and other estate, whatsoever, to him, the said Carter Bassett Harrison, his heirs and assigns, upon trust, nevertheless, and to and for the uses, interest, and purposes, and with, and under, and subject to the conditions, limitations, and agreements hereinafter contained, limited, declared, and agreed; but upon no other use, trust, interest, or purpose whatsoever, that is to say, to and for the separate use and advantage and emoluments of the said Elizabeth, wife to the said John, his heirs and assigns, forever; and it is moreover covenanted and agreed between the said John Edmondson, his heirs, executors, and administrators, and the said Carter Bassett Harrison, his heirs, ex'rs, and adm'rs,
20 that the said Elizabeth shall permitted, by last will and testament, (which last will and testament the said John hereby agrees that she, the said Elizabeth, shall full power to make and publish as fully and effectually as she might or could have done previous to her intermarriage with him, the said John,) and in such will to make such bequests and disposition of all or any part or parcel of the afore-mentioned property, to such person or persons as she may choose; and also that he, the said John Edmondson, and his heirs, shall and will at any time hereafter, upon the reasonable request of him, the said Carter Bassett Harrison, and his heirs, make, do, and execute, or cause to be made, done, and executed, such other and lawful and reasonable act, acts, thing and things, devices and assurances, as the law for the further, better, and more absolute assuring and sure making of the aforesaid premises, to the use, trusts, intents, and purposes hereinbefore particularly mentioned as by the said Carter Bassett Harrison, & his heirs, or his or their counsel learned in the law, shall be devised, advised, or required.

In witness whereof the parties to these presents have hereunto set their hands and affixed their seals the day and year last above written.

JOHN EDMONDSON. [SEAL.]
E. EDMONDSON. [SEAL.]
CARTER BASSETT HARRISON. [SEAL.]

Signed, sealed, and delivered in the presence of—
EDWARD HARWOOD.
THOS. HARWOOD, Sen'r.

At a monthly court held for Charles City County, on Thursday,
21 the twentieth day of January, 1791, this indenture of trust from John Edmondson and Elizabeth, his wife, to Carter Bassett Harrison, was acknowledged by the said John Edmondson and Carter Bassett Harrison, and proved as to Elizabeth Edmondson by the oaths of Edward Harwood & Thomas Harwood, sen'r, the witnesses thereto, and ordered to be recorded.

Teste: OTWAY BOYD, *C. C.*

A true copy. Teste: EDM'D T. CHRISTIAN, *Clk.*

Exhibit "D."

In the name of God, Amen. I, Elizabeth Edmondson, of Milford, in the county of Charles City, Virginia, considering the uncertainty of human life, and being at this time in perfect health, do make and ordain this my last will and testament:

In the first place, unworthy as I am, I resign my soul into the hands

of its Creator, humbly hoping for its eternal happiness, not from any works of my own, but through the infinite goodness of my most gracious God, and through the infinite intercession of our blessed Lord and Saviour, Jesus Christ.

I give to my dear husband, John Edmondson, all the land that I possess during his life. I also give him the stocks of horses, cattle, hogs, and sheep, and furniture, forever. The bed my dear mamma worked, I desire may be given to my sister Sarah Harrison. I give to my dear husband the following negroes: Ned, Abraham, Charles, Pompey, Polly, Jane, Aggey, Isaac, Bickey, Moses, to dispose of as he may think proper. To my brother Carter B. Harrison, I give Henry, his wife Betsy, and their children, forever. To my sister Sarah Harrison,
22 I Patty and their children, Molly, Tom, and Patty. To my brother Ben's son Ben, I give Johnny. To my brother William H. Harrison, I give George. To William Rickman Copland, I give Joe. Sarah, daughter of Polly, I give to Betty Randolph Harrison. My certificates that are in the hands of my brother Ben, I desire may be given to my husband, to dispose of as he may think proper. I lend to my dear husband, during his life, my negro boy Isham, at his death to return to my brother Ben's son Benjamin Harrison. At Mr. Edmondson's death, my will and desire is that my brother Carter should have the house and land we now live on, containing, by estimation, two hundred and eighty acres, and that my brother William H. Harrison should have the land Doctor Rickman purchased of Lem Brown. I leave to my sister Ann Coupland my watch.

I desire to be buried by Mr. Rickman, and that the place may be enclosed with a brick wall.

This will, written with my own hand, I sign & seal the third day of May, 1790.

ELIZABETH EDMONDSON.

Signed and sealed in the presence of—

At a court held for Charles City County, at the court-house, on Thursday, the twentieth day of January, 1791, the aforewritten last will of Elizabeth Edmondson, deceased, was proved to be written wholly by the deceased, by the oaths of John Dunbar and John Colgin, and ordered to be recorded; and on the motion of John Edmondson, who
23 made oath according to law, and together with Carter B. Harrison, his surety, entered into and acknowledged them bound in the penalty of two thousand pounds, conditioned as the law directs, certificate is granted him for obtaining letters of administration on the estate of said Elizabeth, with her will annexed in due form.

Teste: OTWAY BOYD, *C. C.*

A copy, teste. Attest:

W. W. CHRISTIAN, *Sec.*

Exhibit "E."

I, John Edmondson, being at present in a very infirm state of health, and reflecting that in case of my death it would be more advantageous as well as satisfactory to my wife and family that I should make some

reasonable disposition of my estate, do therefore make and publish this my last will and testament:

I give and bequeath to my dearly beloved wife Lucy the carriage and the pair of horses belonging to it at present, to her & her heirs, forever. I give and bequeath to my said wife, during her widowhood, the following negroes: Old Ned and his wife Sal, and Jane, and any more servant that she may choose out of my slaves, to be employed by her either as her house-servant or in any other manner she may think proper; as to all the rest of my negroes, I desire my executors to hire them out in the upper country, & to manage them in the best manner they can, and in case of obstinacy or misbehaviour I empower them to sell any of my said slaves, taking care to replace them with the money by the purchase of other young slaves in their stead, and in all respects to manage
24 in the best manner they can the said estate. The hire of which said slaves, together with the interest of all my money remaining after the payment of my debts, I give and bequeath to my said wife for her support, and for the support and education of my children during her widowhood, my negroes, James Hampton & John, who are now hired in the lower country to remain to be hired there as long my executors think proper. It is also my desire, & I empower my executors or a majority of them, in case my property in negroes should become less valuable or more precarious, to sell the same & vest the money either in said public funds or place it out otherwise at interest for the uses aforesaid. My stock of horses I desire may be managed by my executors, either by keeping them as brood horses, or selling them & putting the money at interest as aforesaid. The profits of the s'd horses, or the interest of the money arising from their sale, I bequeath to my said wife during her widowhood, for the purposes aforesaid. As to my houshold and kitchen furniture, I allow my wife to take such part thereof as she may choose, the use of which I devise to her during her widowhood, and in case of her marriage to be accounted for by her, with the estate, at the appraisement.

In case my wife marries, I then give and bequeath to her during her life one-half of the interest & profits of the estate above devised
25 to her during her widowhood; and in case she chooses, in that event, to keep the above-mentioned slaves devised to her as house-servants, their annual value is to be ascertained, & the same deducted out of her half aforesaid; it being my intention, in case of my wife's marriage, to give her one-half of the profits of my whole estate, and no more; the other half to be reserved for the maintainance and eduction of my children. It is my will that my son John shall be educated in the upper country, under the direction of my friend John Coaltio, in such manner as he may think suitable to his capacity, and I only restrict my wife in the application of the profits of my estate during her widowhood, so far as to empower my executors or a majority of them, which I hereby do, if they find it necessary to appropriate a reasonable sum annually out of the profits of my estate for his education; it being my intention to leave my children fully dependant on their mother during her widowhood, fully relying on her goodness, and that being equally interested in their welfare with myself, she will see that they are properly maintained and educated, whilst they, on their part, will feel that dependance on her which children ought to feel on a parent. At the death of my wife, I will that all my estate be equally divided amongst my three children, or those of them that there may be then alive, and in case of the death of any of my children leaving issue, such issue to have a child's part, except my carriage and

26 [&] horses above devised to my wife, & except one thousand dollars, a pair of horses, and a servant boy, which I give, over and above his share, to my son. I also empower my wife, in case of the marriage of any of my children before her death or marriage, to draw such sum from the estate as she may think proper, not exceeding the said child's share, & give the same to said child as so much of its dividend; and in case any of my children shall die, leaving children, who shall be alive at the death of my wife, I desire that such child or children receive the part of the parent, but in case of marriage & death without a child or children living at the death of my wife, then the share of such child, except such advancement as may have been given by my wife's consent on its marriage, shall go to my surviving child or children, or their issue, in moieties, agreeable to their stocks.

I allow my brother James to have the use of my money, he paying interest therefor, until it is called for agreeable to my will, provided he pays the interest annually for the uses aforesaid, and secures the payment thereof and the principal to the satisfaction of my executors, or a majority of them, by a mortgage on his property or otherwise. And whereas I, with several others, became bound, as my said brother's security, for the payment of the purchase-money of his property in Staunton, and to secure us therein, he executed a deed for said prop-
27 erty, & which it may be necessary at some time to release, either in whole or in part, I empower my executors to join with the other securities in any deed proper for such purpose. In case of my wife's marriage, I have devised to her, as above, one-half of the profits of my whole estate during her life, & the other half for the maintainance & education of my children, to be appropriated at the discretion of my executors, but in case any of them marry, I allow them to receive out of the half thus appropriated such sum as my wife may think proper as a part of their position, such advantage, together with the balance of such child's share, to go, in case of death, as specified in a similar proceeding clause providing for advancement in marriage, during the widowhood of my wife. I also empower my wife, on the marriage of my neice Sally Cocke, to give her out of my estate, if she thinks proper so to do, a negro girl between 11 & 16 years of age, and if my wife should die before the marriage of the said Sally Cocke, I allow my executors to give her, out of my estate, such negro girl at her marriage, and until her marriage, if my wife dies before that event, I allow her out of my estate a moderate support at the discretion of my executors, until my estate is distributed to all my heirs as hereby directed. In case all my children should die during the life of my wife, I will and devise that my negroes be divided, or in the event of their being sold the money arising from such sale, one-
28 half of which I give and devise to my wife and her heirs forever; one-third of the other half I devise to my sister Elizabeth, if she is then living, and if not to her heirs; the balance of the said half I devise to be equally divided between my three brothers, William, Benjamin, & George, if then living, & if not to their heirs respectively, & all the residue of my estate, in that event, I devise to my brother James & his heirs; but if my wife should die first, & all my children afterwards without issue, I then devise the whole of my negroes, or their value as aforesaid, to my sister & brothers above mentioned, or their heirs in the same proportions as the half is above bequeathed to them. I give and bequeath a hogshead of rum I now have in my brother James's cellar to him & my wife, to be divided between them. My brother James hath now, & probably will continue to have, the care &

management of my horse Oberon, for which future care & trouble, whilst in his care and keeping, I allow him one-third of the annual profits of said horse. I hereby constitute my wife Lucy, executrix, & my brother James Edmondson & John Coalter, executors, of this my last will. My stock of whisky, now on hand, I devise to my wife. Any money that may now be paid out in discharge of debts I wish to be made up again out of the profits of my estate as devised to my wife as aforesaid, as soon as my executors think the profits will admit of
29 such deduction from her support, her & that of my children, so as to make up the present am't of my estate into a capital stock, bearing interest as aforesaid, and for the use of my children as above devised.

JOHN EDMONDSON. [SEAL.]

Signed, sealed, and published this 3rd day of October, 1802, in presence of—

GEORGE G. MCINTOSH.
JOHN MONROE.
ED'D B. SMITH.

At a court continued and held for Augusta County, the 26th day of April, 1803, this last will and testament of John Edmondson, deceased, was presented in court by James Edmondson, one of the executors therein named, and proved by the oath of George G. McIntosh, a witness thereto; and on the motion of the said James Edmondson, a summons is awarded against John Monroe and Edwin B. Smith, the other subscribing witnesses thereto, to cause them to appear here on the first day of June court next, to prove the said will.

Teste: CHESLEY KINNEY, *C. C.*

At a court held for the said county the 25th day of July, 1803, this last will and testament of John Edmondson, deceased, was further proved by the oaths of John Monroe, another witness thereto, and ordered to be recorded; and on the motion of James Edmondson, one of the executors therein named, who made oath according to law, and, together with John McEluathan, John Bowyer, and Robert McEluachan, his securities, entered into and acknowledged their bond in the penalty of fifteen thousand dollars, conditioned as the law directs, certificate is granted him for obtaining a probate thereof in
30 due form, and leave is reserved for John Coalter, the other executor, and Lucy Edmonson, the executrix, named in the said will, to join in the probate when they shall think fit.

Teste: CHESLEY KINNEY, *C. C.*

STATE OF VIRGINIA, *Augusta County, to wit:*

I, Jefferson Kinney, clerk of the county clerk of Augusta, in the State of Virginia, do certify that the proceeding is a copy of the last will and testament of John Edmondson, dec'd, with the order admitting the same to probate, the original of which is recorded and filed in the office of the court aforesaid.

Given under my hand & the seal of said court this 13th day of March, A. D. 1854.

JEFFERSON KINNEY, *Clerk.* [SEAL.]

F.—*Copy of assignment.*

We, the legal representatives of Elizabeth Rickman, widow to Doctor William Rickman, for the consideration of locating and surveying six thousand six hundred and sixty-six ⅔ acres of land—we have this day come to a division, and do hereby assign over and transfer all our right, title, and interest to the following survey No. 4076, for 1,080 acres, & number 4068, for 1,120 acres, unto Henry Massie, his heirs and asigns, and request a patent may issue accordingly.

In witness whereof we have hereunto set our hands and seals this 26th day of September, 1805.

CARTER B. ROBINSON. [L. S.]
CARTER B. HARRISON, [L. S.]
Guardian to Benjamin Harrison, son of Benjamin Harrison Berkley.
DAVID COPLAND. [L. S.]
LUCY SINGLETON. [L. S.]
SALLY MINGE. [L. S.]
31 JOHN MINGE. [L. S.]

Witness:
COLLIER H. PERRY.
JOHN JORDON.
CARTER B. HARRISON,
& DAVID COUPLAND,
& CARTER B. HARRISON, *Guardian,*
Per BENJ'N HARRISON.
J. G. BUTLER, *as to Ann Coupland.*
R. BUTLER, *as to ditto.*
WM. BERKLEY, *as to Lucy Singleton.*
JOHN MATTHEWS, *as to ditto.*
FIELDING LEWIS,
TALBOT PARRISH, *as to these two, Sally & John Minge.*

"G."—*Copy.*

In Henrico County court, January 6th, 1807.

This day Edmund Randolph made oath in open court as follows, to wit:

I was well acquainted with all the children of the former Benjamin Harrison, esq., late governor of Virginia. They were Mrs. Elizabeth Rickman, wife of Doctor Wm. Rickman; Benjamin Harrison, late of Berkeley, deceased; Mrs. Lucy Singleton, now living; Carter Bassett Harrison, now living; William Harrison, now living; Anne Coupland, wife of David Coupland, now living; and Sally Minge, living. I believe, though I am not certain, Benjamin Harrison, jr., the only son and child of the last Benjamin Harrison, is under age, and Carter B. Harrison is his guardian. Mrs. Rickman left no children.

EDWIN RANDOLPH.

JAN'Y 6TH 1807.

Deed "H."

Deed—John Minge and others to David Coupland.

This indenture, made this thirteenth day of November, in the year of our Lord one thousand eight hundred and nine, between John Minge

and Sarah, his wife; Benjamin Harrison, of Berkeley; William A.
32 Harrison, of Maycox; William Randolph; Richard Reddar Randolph, Payton Randolph; William Berkley and Elizabeth, his wife; Thomas Taylor; and Lucy, his wife; the representatives of Lucy Singleton, dec'd, all of whom are the legal representatives of Elizabeth Rickman, widow & devisee of William Rickman, dec'd, of the one part, and David Coupland, all of the State of Virginia, of the other part, witnesseth that, as well for the love and affection, and in consideration of a release from David Coupland and Ann, his wife, for fourteen hundred and eighty acres of land, to us, John Minge and Benj'n Harrison, that is to say, seven hundred and fifty acres to each, as the receipt of ten dollars cash by him to us paid, we have bargained and sold, and do hereby bargain, sell, and convey, to him, the said David Coupland, his heirs and assigns, forever, the five following tracts or parcels of land, with all and singular the appurtenances thereunto belonging, that is to say:

Eleven hundred and twenty acres situate between the Little Miami and Scioto Rivers northwest of the river Ohio, as by survey bearing date the twenty-fourth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of eleven hundred and twenty acres of land on part of a mili-
33 tary warrant, No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred and sixty-six & two-thirds acres on waters of Mill Creek, beginning at a white oak, hickory, and beech, southeast corner of Edward Dawsey's survey No. 2256; running thence with his line S. 80° W. 400 poles to a hickory, ash, and red oak, southeast corner of said Rickman's survey, No. 4069, and $\frac{\text{north}}{\text{south}}$ east corner of another of his surveys No. 4068; thence with the line of the last-mentioned survey S. 10° E. 450 poles to two white oaks and four small sugar-trees southeast corner of said survey; thence N. 80 E. 400 poles to three hickories and a sugar-tree; thence N. 10° W. 450 poles to the beginning.

Also one other tract of land, containing one thousand and eighty acres, situate between the Little Miami and Scioto Rivers, northwest the river Ohio, as by survey bearing date the thirty-first day of May, in the year one thousand eight hundred and two, and bounded and described as follows, to wit: Survey of one thousand and eighty acres of land on part of a military warrant, No. 6245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred and sixty and two-thirds acres,) on the waters of Darby's Creek, beginning at two small ironwoods and a sugar-tree, southwest corner to said Rickman's survey, No. 4069; running thence S. 80 W. 400 poles to a sugar-tree and hickory; thence S. 10° E. 435 poles, to an ash and elm; thence N. 80° E. 400 poles to two hickories, an elm
34 and small buckeye, southwest corner to said Rickman's survey, No. 4068; thence with his line No. 10 W. 435 poles crossing a large branch at 60, at 84, at 112, and at 140 poles, to the beginning.

Also a third tract of land, containing one thousand acres, situate between the Little Miami Rivers and Scioto Rivers, northwest the river Ohio as by survey, bearing date the twenty-fourth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of one thousand acres of land on part of the military warrant, No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred and

sixty-six and two-thirds acres,) on waters of mill beginning at a large white oak and three sugar-trees, corner to Edward Dausey's survey, No. 2256, No. 3351, and No. 3354; running thence with the line of last-mentioned survey S. 80° W. 400 poles to a sugar-tree, hickory, & ironwood, southwest corner of said survey; thence S. 10′ E. 400 poles to two small ironwoods and a sugar-tree, northwest corner of said Rickman's survey, No. 4068; thence with the line thereof N. 80 E. 400 poles to a hickory, ash, and red oak, southwest corner of Edward Dawsey's survey, No. 2256, aforesaid; thence with his line N. 10 W. 400 poles to the beginning.

Also a fourth tract of land, containing six hundred sixty-six and
35 two-thirds acres, situate between the Little Miamis & Scioto Rivers northwest of the river Ohio, as by survey bearing date the twenty-ninth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of six hundred sixty-six and two-thirds acres of land on part of a military warrant, No. 2245, in favor of Elizabeth, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on waters of Mill Creek, a west branch of Scioto; beginning at a large elm, hickory, and sugar-tree, northwest corner of Benjamin Biggs' survey, No. 4074, and southwest corner of another of said Biggs' survey, No. 4075, running thence south 80 W. 400 poles to two hickories, and elm, and sugar tree; thence N. 10 W. 267 poles, crossing a branch at 160 poles to two white oaks and a sugar-tree; thence N. 80 E. 400 poles, crossing a branch at 140 poles, another large branch at 320 poles, 360 poles, and at 380 poles to a lynn, elm, and beech, northwest of Biggs' survey, No. 4075; thence with his line S. 10 E. 267 poles, crossing a large branch to the beginning.

And also a fifth tract of land, containing six hundred acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the thirty-first day of May, in the year one thousand eight hundred and two, and bounded and described as follows, to wit: Survey of six hundred acres of land, on part of a
36 military warrant, No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on the waters of Mill Creek, a west branch of the West Fork of Scioto, beginning at two small white oaks and an ironwood and buckeye, northeast corner to Edward Demsey's survey A, 3352, running with his line S. 80 W. 400 poles to two elms and a red oak, crossing a branch northwest corner to said Dawsey's survey; thence north 10 W. 240 poles, crossing a branch to two elms and an ash; thence N. 80° E. 400 poles to a hickory, ironwood, and sugar-tree; thence S. 10 E. 240 poles, to the beginning.

All of which said tracts of land were patented to us jointly with David Coupland and Ann, his wife, as appears by patent from the War Office of the United States bearing date the nineteenth of June, one thousand eight hundred and nine.

To have and to hold the said five several and respective tracts or parcels of land, and all and every part thereof, together with all and singular appurtenances of every nature and kind whatever, thereunto belonging, unto him, the said David Coupland, his heirs and assigns, forever, against the claims of us or that of any other person or persons claiming by, through, or under us.

In testimony whereof we have hereunto severally subscribed our names and affixed our seals the day and year first aforesaid.

37

JOHN MINGE.	[SEAL.]
BENJ. HARRISON.	[SEAL.]
M. A. HARRISON.	[SEAL.]
WM. RANDOLPH.	[SEAL.]
RICH'D K. RANDOLPH.	[SEAL.]
PEYTON RANDOLPH.	[SEAL.]
WM. BERKLEY.	[SEAL.]
BETTY BERKLEY.	[SEAL.]
THOS. TAYLOR.	[SEAL.]
LUCY TAYLOR.	[SEAL.]

Signed, sealed, and delivered in presence of—
WM. ROBERTSON.
JOHN ROYSTER.
CARTER A. DOER.
JOHN ROBERTSON, Jr.

N. B.—Interlined with the words "John Minge and Benj'n [illegible] that is to say, seven hundred & forty acres to each," before

MEM.—It is hereby understood by all the parties to this co[illegible] that the grantors only intended to convey their respective pro[illegible] of the land herein mentioned, and that they do not intend to a[illegible] claim of any orphan or orphans who may be entitled to a[illegible] thereof.

JOHN MINGE.	[S[illegible]
BEN. HARRISON.	[S[illegible]
WM. RANDOLPH.	[SEAL.]
RICHARD K. RANDOLPH.	[SEAL.]
PEYTON RANDOLPH.	[SEAL.]
WM. BERKLEY.	[SEAL.]
BETTY RANDOLPH.	[SEAL.]
THOS. TAYLOR.	[SEAL.]
LUCY TAYLOR.	[SEAL.]

WM. ROBERTSON.
JOHN ROYSTER.
CARTER A. DREW.
JOHN ROBERTSON, Jr.

At a monthly court for Henrico County, at the court-house, on Monday, the second day of April, eighteen hundred and ten, the aforewritten indenture and memorandum were acknowledged by John Minge, Benjamin Harrison, William A. Harrison, and Thomas Taylor, parties thereto, to be their act and deed, and proved as to William Randolph, Richard K. Randolph, Peyton Randolph, and William Berkley, also parties to the same, by the oaths of John Royster and John Robertson, jun'r, witnesses thereto.

And at a like court, continued by adjournment, and held as
38 aforesaid on Tuesday, the third day of April, on the year last aforesaid, the said indenture and memorandum were further proved as to the said William Randolph, Richard K. Randolph, Peyton Randolph, and William Berkley, by the oath of William Robertson, another witness thereto, whereupon the same was ordered to be certified to the State of Ohio, to be there recorded.

In testimony whereof I, Izard B. Whitlock, clerk of the court of the

sixty-six and two-thirds acres,) on waters of mill beginning at a large white oak and three sugar-trees, corner to Edward Dausey's survey, No. 2256, No. 3351, and No. 3354; running thence with the line of last-mentioned survey S. 80° W. 400 poles to a sugar-tree, hickory, & ironwood, southwest corner of said survey; thence S. 10′ E. 400 poles to two small ironwoods and a sugar-tree, northwest corner of said Rickman's survey, No. 4068; thence with the line thereof N. 80 E. 400 poles to a hickory, ash, and red oak, southwest corner of Edward Dawsey's survey, No. 2256, aforesaid; thence with his line N. 10 W. 400 poles to the beginning.

Also a fourth tract of land, containing six hundred sixty-six and
35 two-thirds acres, situate between the Little Miamis & Scioto Rivers northwest of the river Ohio, as by survey bearing date the twenty-ninth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of six hundred sixty-six and two-thirds acres of land on part of a military warrant, No. 2245, in favor of Elizabeth, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on waters of Mill Creek, a west branch of Scioto; beginning at a large elm, hickory, and sugar-tree, northwest corner of Benjamin Biggs' survey, No. 4074, and southwest corner of another of said Biggs' survey, No. 4075, running thence south 80 W. 400 poles to two hickories, and elm, and sugar tree; thence N. 10 W. 267 poles, crossing a branch at 160 poles to two white oaks and a sugar-tree; thence N. 80 E. 400 poles, crossing a branch at 140 poles, another large branch at 320 poles, 360 poles, and at 380 poles to a lynn, elm, and beech, northwest of Biggs' survey, No. 4075; thence with his line S. 10 E. 267 poles, crossing a large branch to the beginning.

And also a fifth tract of land, containing six hundred acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the thirty-first day of May, in the year one thousand eight hundred and two, and bounded and described as follows, to wit: Survey of six hundred acres of land, on part of a
36 military warrant, No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on the waters of Mill Creek, a west branch of the West Fork of Scioto, beginning at two small white oaks and an ironwood and buckeye, northeast corner to Edward Demsey's survey A, 3352, running with his line S. 80 W. 400 poles to two elms and a red oak, crossing a branch northwest corner to said Dawsey's survey; thence north 10 W. 240 poles, crossing a branch to two elms and an ash; thence N. 80° E. 400 poles to a hickory, ironwood, and sugar-tree; thence S. 10 E. 240 poles, to the beginning.

All of which said tracts of land were patented to us jointly with David Coupland and Ann, his wife, as appears by patent from the War Office of the United States bearing date the nineteenth of June, one thousand eight hundred and nine.

To have and to hold the said five several and respective tracts or parcels of land, and all and every part thereof, together with all and singular appurtenances of every nature and kind whatever, thereunto belonging, unto him, the said David Coupland, his heirs and assigns, forever, against the claims of us or that of any other person or persons claiming by, through, or under us.

In testimony whereof we have hereunto severally subscribed our names and affixed our seals the day and year first aforesaid.

37

JOHN MINGE.	[SEAL.]
BENJ. HARRISON.	[SEAL.]
M. A. HARRISON.	[SEAL.]
WM. RANDOLPH.	[SEAL.]
RICH'D K. RANDOLPH.	[SEAL.]
PEYTON RANDOLPH.	[SEAL.]
WM. BERKLEY.	[SEAL.]
BETTY BERKLEY.	[SEAL.]
THOS. TAYLOR.	[SEAL.]
LUCY TAYLOR.	[SEAL.]

Signed, sealed, and delivered in presence of—
WM. ROBERTSON.
JOHN ROYSTER.
CARTER A. DOER.
JOHN ROBERTSON, Jr.

N. B.—Interlined with the words "John Minge and Benj'n Harrison, that is to say, seven hundred & forty acres to each," before signing.

MEM.—It is hereby understood by all the parties to this conveyance that the grantors only intended to convey their respective proportions of the land herein mentioned, and that they do not intend to affect the claim of any orphan or orphans who may be entitled to any part thereof.

JOHN MINGE.	[SEAL.]
BEN. HARRISON.	[SEAL.]
WM. RANDOLPH.	[SEAL.]
RICHARD K. RANDOLPH.	[SEAL.]
PEYTON RANDOLPH.	[SEAL.]
WM. BERKLEY.	[SEAL.]
BETTY RANDOLPH.	[SEAL.]
THOS. TAYLOR.	[SEAL.]
LUCY TAYLOR.	[SEAL.]

WM. ROBERTSON.
JOHN ROYSTER.
CARTER A. DREW.
JOHN ROBERTSON, Jr.

At a monthly court for Henrico County, at the court-house, on Monday, the second day of April, eighteen hundred and ten, the aforewritten indenture and memorandum were acknowledged by John Minge, Benjamin Harrison, William A. Harrison, and Thomas Taylor, parties thereto, to be their act and deed, and proved as to William Randolph, Richard K. Randolph, Peyton Randolph, and William Berkley, also parties to the same, by the oaths of John Royster and John Robertson, jun'r, witnesses thereto.

And at a like court, continued by adjournment, and held as
38 aforesaid on Tuesday, the third day of April, on the year last aforesaid, the said indenture and memorandum were further proved as to the said William Randolph, Richard K. Randolph, Peyton Randolph, and William Berkley, by the oath of William Robertson, another witness thereto, whereupon the same was ordered to be certified to the State of Ohio, to be there recorded.

In testimony whereof I, Izard B. Whitlock, clerk of the court of the

aforesaid county of Henrico, have hereunto set my hand and affixed the seal of the said county this fourth day of April, one thousand eight hundred and ten.

I. B. WHITLOCK.

Received the above deed for record on this 30th day of November, 1810, and recorded the same on this 12th day of December, 1810.

Attest: REUBEN LAMB, *Recorder.*

DELAWARE COUNTY,

Office of the Recorder of Deeds, Delaware County, Ohio:

I, A. R. Gould, recorder of Delaware County, Ohio, do hereby certify that the above and foregoing deeds of conveyance given by John Minge and others to David Coupland, is a true and correct copy thereof, as found upon the records of Delaware County, Ohio, volume 1, pages 189, 190, & 191.

In testimony whereof I have hereunto set my hand and affixed my seal of office at Delaware, this 21st day of November, A. D. 1854.

A. R. GOULD,
Recorder D. C., O.

And now here, to wit, on the 12th of December, in the year of our Lord one thousand eight hundred and fifty four, a certain writ of subpœna was issued out from the clerk's office of said court; which
39 writ is in the words and figures as follows, to wit:

Subpœna.

UNITED STATES OF AMERICA, *District of Ohio, ss:*

To the marshall of said district, greeting:

We command you to summon Adam Bloomshire, Conrad Doellinger, John L. Doellinger, John Delph, John Adam, John Adam Ell, Garrett Harris, Adam Kuhlman, John M. Kerner, George Nicol, George Rouse, jun'r, Philip Rouse, George Rouse, Gottlieb Ruppright, 2d, John M. Shiederer, Adam Steinbower, Jacob Sidell, Philip Dasher, John West, Joseph Rain, William Campbell, Asa Caryll, William Cratly, Sebastian Ell, John S. Fulton, John Geer, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsey, Daniel Keys, Levi Lyon, Hugh Moore, Adam Roush, Jackson G. Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Orgon, Robert Sharp, Christian Smith, James Smith, George H. Turner, Joseph Gibson, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, John L. Geer, Andrew Geuher, Harvey Hawley, John Hawley, and William Smith, citizens of and residents in the State of Ohio, if they be found in your bailiwick, to be and appear before the judges of the circuit court of the United States, for the district of Ohio aforesaid, at Columbus, on the third Tuesday in the month of April next, to answer unto a bill in chancery, filed against them by John Edmondson, a citizen and resident of the State of Virginia, and Littleton
40 Waddell and Elizabeth Waddell, his wife, citizens and residents of the State of North Carolina; and of this writ make legal service and due return on the first Monday in the month of February next.

Witness the Honorable Roger B. Taney, Chief Justice of the United States, this 12th day of December, in the year of our Lord 1854, and in the 79th year of the independence of the United States of America.

Attest: WM. MINER, *Clerk.* [SEAL.]

MEMORANDUM.—The defendants must enter their appearance in this suit at the clerk's office, on or before the day at which this writ is made returnable; otherwise the bill may be taken pro confesso.

Attest: WM. MINER, *Clerk.*

And afterwards, to wit, at the April term aforesaid, came the marshall aforesaid, and made return of said writ to the clerk's office, with his proceedings thereon endorsed, in the words and figures following, to wit:

Return.

Served on Reuben P. Mann, Andrew Keyes, Wm. Porter, Levi Lyon, John S. Fulton, Manes Warson, Geo. H. Turner, Josiah Blue, Rob't Sharp, Jno. L. Geer, Wm. Campbell, Wm. Cratty, Jno. Geer, Geo. Roush, Philip Desher, Phillips Rouse, Geo. Rouse, Sebastian Ell, Jno. M. Shider, Garret Harris, Geo. L. Doylenger, Adam Kughlmann, Conrad Dollinger, Adam Rouch, Geo. P. Gunderman, Andrew Nicholson, Geo. Gunderman, Jno. A. Ell, by leaving an attested copy personally with each of the above-named persons.

Served on Jos. Bane, Asa Carroll, Henry Hawley, Gregory Hawley, Jos. Gibson, Wm. Smith, Jas. Smith, Christian Smith, Hamilton
41 Blue, Andrew Barker, Jackson Sprague, B. F. Kelsey, Adam Steinbower, Jacob Seidell, Gottleib Ruppright, Jno. Delph, Jno. M. Kerner, Adam Bloomshire, Jno. Hawley, Hugh Moore, by leaving an attested copy at the residence of each of the above-named persons.

Dec. 15, 1854.

J. W. FETCH, *United States Marshall,*
D. W. DRYDEN, *Dep'ty.*

Not served as to the other defendants, on account of the found in my bailiwick.

J. W. FITCH, *United States*
By D. W. DRYDEN, *D'p'ty.*

Served by copy left at residence of S. F. Ogden.

J. W. FITCH, *U. S. M., I*
By JNO. RANDERSON.

O. B. "H," p. 321.

And now here, to wit, on the eighteenth day of April, in our Lord one thousand eight hundred and fifty-five, "came t fendants, by their solicitors, and filed their demurrer to the said complainants, and thereupon this cause is continued;" said demurrer is in the words and figures as follows, to wit:

Demurrer.

JOHN EDMONDSON ET AL.
vs.
ADAM BLOOMENSHIRE ET AL. } In chancery.

And now come the said defendants, whose appearance herein has heretofore been entered, and say that said bill and the matters therein contain no ground for relief against them in a court of equity; wherefore they and each of them do demur to said bill, and pray the order of this honorable court, whether they shall be compelled to put in any other or

aforesaid county of Henrico, have hereunto set my hand and affixed the seal of the said county this fourth day of April, one thousand eight hundred and ten.

I. B. WHITLOCK.

Received the above deed for record on this 30th day of November, 1810, and recorded the same on this 12th day of December, 1810.

Attest: REUBEN LAMB, *Recorder.*

DELAWARE COUNTY,

Office of the Recorder of Deeds, Delaware County, Ohio:

I, A. R. Gould, recorder of Delaware County, Ohio, do hereby certify that the above and foregoing deeds of conveyance given by John Minge and others to David Coupland, is a true and correct copy thereof, as found upon the records of Delaware County, Ohio, volume 1, pages 189, 190, & 191.

In testimony whereof I have hereunto set my hand and affixed my seal of office at Delaware, this 21st day of November, A. D. 1854.

A. R. GOULD,
Recorder D. C., O.

And now here, to wit, on the 12th of December, in the year of our Lord one thousand eight hundred and fifty four, a certain writ of subpœna was issued out from the clerk's office of said court; which
39 writ is in the words and figures as follows, to wit:

Subpœna.

UNITED STATES OF AMERICA, *District of Ohio, ss:*

To the marshall of said district, greeting:

We command you to summon Adam Bloomshire, Conrad Doellinger, John L. Doellinger, John Delph, John Adam, John Adam Ell, Garrett Harris, Adam Kuhlman, John M. Kerner, George Nicol, George Rouse, jun'r, Philip Rouse, George Rouse, Gottlieb Ruppright, 2d, John M. Shiederer, Adam Steinbower, Jacob Sidell, Philip Dasher, John West, Joseph Rain, William Campbell, Asa Caryll, William Cratly, Sebastian Ell, John S. Fulton, John Geer, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsey, Daniel Keys, Levi Lyon, Hugh Moore, Adam Roush, Jackson G. Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Orgon, Robert Sharp, Christian Smith, James Smith, George H. Turner, Joseph Gibson, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, John L. Geer, Andrew Geuher, Harvey Hawley, John Hawley, and William Smith, citizens of and residents in the State of Ohio, if they be found in your bailiwick, to be and appear before the judges of the circuit court of the United States, for the district of Ohio aforesaid, at Columbus, on the third Tuesday in the month of April next, to answer unto a bill in chancery, filed against them by John Edmondson, a citizen and resident of the State of Virginia, and Littleton
40 Waddell and Elizabeth Waddell, his wife, citizens and residents of the State of North Carolina; and of this writ make legal service and due return on the first Monday in the month of February next.

Witness the Honorable Roger B. Taney, Chief Justice of the United States, this 12th day of December, in the year of our Lord 1854, and in the 79th year of the independence of the United States of America.

Attest: WM. MINER, *Clerk.* [SEAL.]

MEMORANDUM.—The defendants must enter their appearance in this suit at the clerk's office, on or before the day at which this writ is made returnable; otherwise the bill may be taken pro confesso.

Attest: WM. MINER, *Clerk.*

And afterwards, to wit, at the April term aforesaid, came the marshall aforesaid, and made return of said writ to the clerk's office, with his proceedings thereon endorsed, in the words and figures following, to wit:

Return.

Served on Reuben P. Mann, Andrew Keyes, Wm. Porter, Levi Lyon, John S. Fulton, Manes Warson, Geo. H. Turner, Josiah Blue, Rob't Sharp, Jno. L. Geer, Wm. Campbell, Wm. Cratty, Jno. Geer, Geo. Roush, Philip Desher, Phillips Rouse, Geo. Rouse, Sebastian Ell, Jno. M. Shider, Garret Harris, Geo. L. Doylenger, Adam Kughlmann, Conrad Dollinger, Adam Rouch, Geo. P. Gunderman, Andrew Nicholson, Geo. Gunderman, Jno. A. Ell, by leaving an attested copy personally with each of the above-named persons.

Served on Jos. Bane, Asa Carroll, Henry Hawley, Gregory Hawley, Jos. Gibson, Wm. Smith, Jas. Smith, Christian Smith, Hamilton
41 Blue, Andrew Barker, Jackson Sprague, B. F. Kelsey, Adam Steinbower, Jacob Seidell, Gottlieb Ruppright, Jno. Delph, Jno. M. Kerner, Adam Bloomshire, Jno. Hawley, Hugh Moore, by leaving an attested copy at the residence of each of the above-named persons.

Dec. 15, 1854.

J. W. FETCH, *United States Marshall,*
D. W. DRYDEN, *Dep'ty.*

Not served as to the other defendants, on account of their not being found in my bailiwick.

J. W. FITCH, *United States Marshall,*
By D. W. DRYDEN, *D'p'ty.*

Served by copy left at residence of S. F. Ogden.

J. W. FITCH, *U. S. M., Dis. Ohio,*
By JNO. RANDERSON.

O. B. "H," p. 321.

And now here, to wit, on the eighteenth day of April, in the year of our Lord one thousand eight hundred and fifty-five, "came the said defendants, by their solicitors, and filed their demurrer to the bill of the said complainants, and thereupon this cause is continued;" and which said demurrer is in the words and figures as follows, to wit:

Demurrer.

JOHN EDMONDSON ET AL.
vs.
ADAM BLOOMENSHIRE ET AL. } In chancery.

And now come the said defendants, whose appearance herein has heretofore been entered, and say that said bill and the matters therein contain no ground for relief against them in a court of equity; wherefore they and each of them do demur to said bill, and pray the order of this honorable court, whether they shall be compelled to put in any other or

further defence to the same, and that they may be hence dismissed with their costs, &c.

By P. B. WILCOX & ROBINSON,
Their Attornies.

42 *Cont'd.*

And cause was, to wit, from term to term, to the term of October, in the year last aforesaid, continued.

O. B. I, p. 24.

And now here, to wit, on the 27th day of October, in the term & year last aforesaid, "by consent of parties, this cause is submitted to the court upon demurrer to the bill on written briefs to be furnished during the next vacation." And thereupon this case is continued.

O. B. I, 123.

And ow, the 13th day of April, in the term of April, to which term this cause was continued, in the year of our Lord one thousand eight hundred and fifty-six, this cause was "continued to the next October term."

O. B. I, p. 300.

And now here, to wit, on the twenty-fourth day of November, in the term of October, in the year last aforesaid, to which term this cause was continued, "this cause having been submitted to the court at a previous term of this court, and the court having heard the arguments of counsel, and mature deliberation being thereupon had, the court overruled the demurrer of the defendants to the complainants, and order this cause continued to the next April term, with leave to the defendant to answer."

And now here, to wit, on the 1st day of April, in the term last aforesaid, to which term this cause was continued, came the defendants, by their solicitor, and filed their certain answer, clothed in the words and figures as follow, to wit:

Answer.

The joint answer of Adam Bloomershire, Conrad Delinger, John L. Delinger, John Delp, John Adams Ell, Garritt Harris, Adam
43 Kuhlmann, John M. Kerner, George Nicol, George Roush, jr., Philip Roush, George Roush, Gotlieb Kupright, 2nd, John M. Shaderer, Adam Steinbower, Jacob Sidell, William Campbell, Asa Caryll, Sebastian Ell, John S. Fulton, John Geer, George Gunderman, George P. Gunderman, James Hughes, David Keyes, Levi Lyon, Hugh Moore, Adam Roush, Jackson G. Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Organ, Robert Shart, Christian Smith, James Smith, George H. Turner, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, John L. Geer, Harvey Hawley, John Hawley, William Smith, William Cralty, B. F. Kelsey, Joseph Gibson, and William Drake, defendants to the bill of John Edmondson & others, complainants.

These defendants, now & at all times hereafter, saving to themselves all and all manner of benefit or advantage of exception or otherwise, that can or may be had or taken to the many errors, uncertainties, and imper-

fections in said bill of complaint contained, for answer thereto, or to so much thereof as these defendants are advised it is material or necessary for them to make answer to, answering say:

They admit the said William Rickman was a deputy director general in the Virginia line or continental establishment, as stated in the bill. They also admit the due execution and probate of said William Rickman's will, his death in 1781, or thereabouts, the application of his widow, Elizabeth Rickman, to the legislature of Virginia, and the
44 issuing of said land warrant No. 2245 for 6,666⅔ acres of land, bearing date January 13th, 1784, as stated in the bill. They also admit the intermarriage of said Elizabeth Rickman with John Edmondson, in 1789, but whether a deed of trust of any kind was made by the said Elizabeth and John, after their intermarriage, to the said Carter B. Harrison, these defendants have no knowledge, and therefor cannot admit the charge in the bill in that respect to be true; but these defendants deny that said Elizabeth, by any deed of trust, or in any way whatsoever, had any right or power during her coverture with her said husband, to make a valid will disposing of her right and title to said 6,666⅔ acres of land, or any part thereof. They also admit that on the 3rd day of May, 1790, the said Elizabeth, being still a femme covert, executed a paper purporting to be her last will and testament, which was admitted to record in Charles City County, in Virginia, on the 20th of January, 1791, and in Union County, in the State of Ohio, where the lands in dispute lie, on the 4th of February, 1854, after the lapse of more than 63 years, and that said Elizabeth died on the 1st day of January, 1791; but these defendants deny that any estate at all, and much less an estate of inheritance, passed by said supposed last will and testament of said Elizabeth to her husband, the said John Edmondson.

These defendants, in further answering, deny that said warrant
45 for 6,666⅔ acres of land, did, or could, or was intended to pass by the expression in said supposed last will and testament of said Elizabeth, "My certificates that are in the hands of my brother Ben, I desire may be given to my husband, to dispose of as he may think proper," but on the contrary, these defendants say that said certificates "had no connection whatever with said 6,666⅔ acres of land, but referred to a different subject altogether, and originated as follows: The officers and soldiers of the Virginia line on continental establishment had been paid off in continental money, so called, which in a little time so depreciated as to be almost valueless. In order to afford relief, the legislature of Virginia, in November, 1781, passed a statute (10 Herring's Stat., 462, chp. 19,) directing the auditors of public accounts to adjust the pay of officers and soldiers, so as to make it equivalent to specie, and such adjustment was to cover the period from January 1, 1777, to the last day of December, 1781, and inasmuch as the State had not then on hand the means of payment, the auditors of public accounts were directed to issue, as evidence of the State's indebtedness, certain "printed certificates," the language of said statute in this respect being as follows:

"And printed certificates, payable on or before the first day of January, 1785, with interest at the rate of six per centum per annum, expressing the sum in specie, shall by the said auditors be indi-
46 vidually given to said officers and soldiers, for the respective balances that may appear to be due them by the public.

"And the said auditor shall in like manner settle and adjust the accounts of all officers & soldiers of the said line who have fallen or died in the service during the said period, and their lawful representa-

tives shall be entitled to such certificates, & all other benefits and advantages hereby granted to the officers and soldiers now in the line."

The said William Rickman was a director of the hospital, and died in the service in 1781, or thereabouts. In February, 1784, about 5 years before Mrs. Rickman's intermarriage with Edmondson, Benjamin Harrison, the "Brother Ben" mentioned in her will, made application in her behalf to the auditor of public accounts for an adjustment of her late husband's accounts, under the said statute of Virginia for the relief of officers and soldiers, and on the 28th day of February, 1784, and adjustment of said accounts was accordingly had, and a balance found due of £1,722 19 2*d*, for which "certificates were issued on the same day, and delivered to said Benjamin Harrison, and which are the same "certificates," and nothing else, mentioned by Mrs. Rickman in her will as being in "Brother Ben's hands." And these defendants file herewith, as part of their answer, Exhibit "A," duly authenticated, showing the adjustment of said account, and the delivery of said "certificates"
47 to said Benjamin Harrison. And these defendants, further answering, say they have no knowledge, & therefore can neither admit or deny the alleged marriage of said Edmondson with one Lucy , nor whether there was any issue, nor who were his heirs; and they require full proof in that respect. And these defendants, further answering, deny that said warrant was placed in the hands of Henry Massie, to be located for the use and benefit of said Edmondson, or that the same was located at the time or in the manner stated in the bill in any respect; but, on the contrary, they say the facts of the case are as follows:

Mrs. Edmondson died in 1791, giving to her husband, by her will, the "certificates" in the hands of Brother Ben. Brother Ben died in 1799, leaving a will and a large estate. Edmondson was a surety for his executors in the sum of $40,000, and was one of the appraisers of his estate. Neither the inventory or will make reference to any "certificates" or land warrant. The land warrant was placed in the hands of the principal surveyor for location, not "in the spring of 1801," as is erroneously and falsely charged in the bill, nor by the said Benjamin Harrison, for he had then been dead two years or thereabouts; and the said warrant was, in fact, located on the 23rd of July, 1800, nearly two years and a half before said Edmondson's death, as follows:

	July 23d,	1800,	No.	3891	1,000a.
48	July 23d,	1800,	No.	3892	1,000a.
	" "	"	"	3893	1,000a.
	" "	"	"	3894	666⅔a.
	" "	"	"	3896	1,000a.
	" "	"	"	3897	1,000a.

In the name of "Elizabeth Rickman, widow of Doct. William Rickman, deceased," and after the death of said Elizabeth Rickman.

And these defendants, further answering, say they have no knowledge of the time of said Edmondson's death, nor whether he made his last will or not, nor who were his heirs at law or legatees, & require proof of the same.

And these defendants, further answering, deny all and singular the charges of guilty knowledge, fraud, and misrepresentation, charged in the bill against the said Lucy Singleton and others, in obtaining the proof of their heirship, and obtaining patents for said land, and claiming and selling the same as their own; but, on the contrary, say that said John Edmondson, deceased, was the executor of his wife's will, and

well knew what was meant by the "certificates" therein mentioned; was on familiar and intimate terms with her Brother's Ben and other members of the family; was security for her Brother Ben's executor in 1799, and had full possession and control of all the property belonging to him under his wife's will; made his own will in 1802, if the
49 statements in the bill in that respect are true, in which he makes no mention of said land warrant, nor any claim to western lands, and never during his life set up or pretended to have any claim to said lands, or any part thereof.

That on the death of Mrs. Rickman, without issue, her said brothers and sisters, as her heirs at law, were entitled to said 6,666⅔ acres of land; or, if her will had any force in that respect, then they would have good title under the clause in her will giving only a life estate in her land to her husband.

That the family of said Harrison were men of known integrity and uprightness of character, and claimed and held said land warrants as their own, with the full knowledge and assent of said Edmondson, who in his lifetime never set up any claim of right thereto. An even had any right whatever existed, his own acquiescence during his life, and the lapse of nearly 60 years since without any claim set up or pretended by any one, is, it is submitted, an abandonment and an absolute bar.

That the said heirs of Mrs. Rickman, so far from studiously and fraudulently "concealing from the Land Office at Washington the name of Mrs. Edmondson," and the fact that she had made a will, they, on the contrary, filed the very will itself in the Land Office as a document, going to show their right and title to the land, as appears by the certificate hereto annexed, marked "B," and made part of this
50 answer.

And these defendants, further answering, admit that on the 19th of June, 1809, patents for the lands in dispute were issued to the heirs of Mrs. Rickman; but they deny all fraud in their issue, and that the patentees held the same in trust for the complainants, or in any other way than as the just and lawful owners of the land.

And the defendants, further answering, say that on the 13th of November, 1809, by deed bearing that date, John Minge, Ben. Harrison, William Harrison, William Randolph, Richard Randolph, Peyton Randolph, William Berkley, Elizabeth Berkley, Thomas Taylor, & Lucy Taylor, as heirs at law of Mrs. Rickman, conveyed the said five surveys of land in fee-simple to said Daniel Copeland.

These defendants admit that the said John Minge at the time had only an estate by courtesy, and that his wife, Sally Minge, did not execute said deed to said David Copeland; but these defendants aver that afterwards, and after the death of said Sally Minge, her heirs at law and legal representatives, for a good and valuable consideration, made a conveyance of all their interest in said five surveys, thereby vesting the title in said David Copeland and those claiming under him.

That William Harrison, one of the patentees, and William H.
51 Harrison, of Maycox, who executed the deed to David Copeland, is one and the same person, thus vesting the entire legal and equitable title in the five surveys in said David Copeland & those claiming under him. And these defendants deny that the memorandum at the foot of said deed to David Copeland had any reference whatsoever to said complainants, but did allude to certain minor heirs of Mrs. Rickman, tenants in common with the grantors.

And these defendants, further answering, say that said five surveys contain 4,666⅔ acres of land, besides surplus; that since said convey-

ance to said Copeland the land, with the exceptions hereinafter mentioned, has been divided into farms, and sold & conveyed from time to time since 1809, throughout a chain of many conveyances, down to these defendants, who now hold each his separate farm, all which conveyances, including those made to these defendants, were bona fide for valuable considerations, without any notice whatsoever of any claim or pretence of claim by said John Edmondson, dec'd, or said complainants, the consideration money for said conveyances being paid in full, and deeds in fee-simple duly executed; and a large number of these defendants, and those under whom they claim, have been in quiet, continued, and adverse possession of their respective farms for more than twenty-one years prior to the commencement of this suit, and are entitled to, and claim the benefit of, the statute of limitations in their behalf.

52 And the defendant Jackson G. Sprague, and Mainer Warson, further answering, say that they are in possession of certain parcels of survey, No. 4069, under tax title, which they claim to be regular and valid; but whether so or not, they insist, for the reasons hereinbefore given, the complainants have no right to question their title in any respect.

And these defendants, further answering, say that a part of said survey No. 4071 has been lost by a prior and better entry.

And these defendants, further answering, deny all and singular the charges of fraud made in said bill, and all notice, actual or constructive, of the complainants' claim or pretence of claim.

And these defendants, further answering, insist that inasmuch as it appears by the complainants' own showing, that Mrs. Edmondson, under whom they claim, died in 1791, more than 65 years ago; that her husband, her devizee, and executors died in 1802, nearly 60 years ago; that the youngest child was 21 years old 31 years before the bill was filed; that the patents issued in 1809, more than 47 years ago, even had there been a valid claim originally, which these defendants wholly deny, it is now altogether too old and stale for a court of equity to listen to; and these defendants insist that the representation in said bill in regard to the discovery of certain facts "through a friend at Washing-

53 ton City," and that the complainants have been "beyond the seas," is a mere pretence, and, if true, can have no effect in a court of equity against these defendants as bona fide purchasers for valuable considerations, without notice.

And these defendants, further answering, say that until after the commencement of this suit they had not, and they charge and believe that those under whom they claim from said patentees, respectively, had not, any knowledge of what may have taken place between the heirs and devizees of Mrs. Rickman prior to the issuing of said patents, and that in making their respective purchases, they looked only and were bound to look only at the face of said patents, and that they had not any actual, and cannot be charged with having any construction, notice of any irregularities or imperfections or frauds before the emanations of said patents, if any such there were, which these defendants wholly deny, and pray to be hence dismissed with their costs.

P. B. WILCOX,
J. W. ROBINSON,
Solicitors for Def'ts.

THE STATE OF OHIO, *Union County, ss:*

I, Reuben Mann, one of the defendants in the foregoing suit, being duly sworn, depose and say that all the several matters and things which

are stated in the foregoing answer as from the information of others I believe to be true, and that all the several other matters and things therein set forth are true in substance and in fact.

REUBEN P. MANN.

54 Sworn to before me and subscribed in my presence by Reuben P. Mann, this 30th day of March, 1857.

JAMES TURNER,
Probate Judge of Union Co., Ohio.

The following exhibits attached & referred to in the foregoing answer:

Exhibit A.

VIRGINIA, *to wit:*

I, Henry A. Wise, governor of the State aforesaid, do hereby certify & make known unto all whom it may concern, that G. W. Clutter, whose name is subscribed to the several documents hereto annexed, is and was, at the time of subscribing the same, auditor of the public accounts of the Commonwealth of Virginia, duly elected and qualified; that his attestation is in due form; that he is the proper officer to make the same; and that to his official acts full faith, credit, and authority are due and ought to be given.

In testimony whereof I have hereunto subscribed my name and caused the great seal of the State to be affixed hereunto.

Done at the city of Richmond, the twentieth day of February, in the year of our Lord one thousand eight hundred & fifty-seven, and of the Commonwealth the eighty-first.

HENRY A. WISE.

By the governor:
[SEAL.] GEORGE W. MUNFORD,
Secretary of the Commonwealth.

This is to certify that it appears from a list in this office of such officers and soldiers of the continental line as settled their accounts and received certificates for the balance of their full pay, according
55 to an act of assembly passed the November session, 1781, directing the auditors of public accounts to settle and adjust the pay and accounts of the said officers and soldiers from the 1st January, 1777, to the 31st December, 1781, (see Henning's Statutes at Large, vol. 10, p. 462,) that a settlement was made on the 28th day of February, 1784, in the name of William Rickman as director of the hospital, and evidence of the indebtedness of the State to him for £1,722 19 2, delivered to B. Harrison, & was given as appears by a copy of the settlement on file in this office, for services from the 1st of January, 1777, to the 20th of October, 1780.

Given under my hand at the auditor's office, Richmond, this twentieth day of February, 1857.

G. W. CHILTON,
Aud'r P. Acc'ts.

No seal of office.

56, 57 *The United States in ac. with William Rickman, of the Virginia Hospital.*

DR.

To pay from 1st Jan'y, '77, to 6th April following, 24	£115	4	0
No. 659 " 7 April, '77, to 20th Oct., 1780	1,936	10	0
To cash overpaid of sums per cash-book, £737	12	5	8
Retained rations	152	1	8

CR.

By pay & subsistence rec'd at sundry times, 2,916			365	12 6
Certificates	1,722	19 1		
Error	127	9 8		
			1850	8 10

This is to certify that the foregoing settlement of account, between the United States and William Rickman, is a correct copy taken from a book in this office, entitled "Copies of accounts settled by State auditors, No. 2, M to Z."

Given under my hand, at the first auditor's office, Richmond, Virginia, this 20th day of February, 1857.

G. W. CHITTEN,
Aud'r P. Accounts.

SATURDAY, *Feb'y 28th*, 1784.

United States warrant to Wm. Rickman's estate for two years' interest, No. 1505, dated this day, in part of the balance of his pay as director & chief physician in the cont. line.

Do. 1506, ditto to ditto, ditto	36	0	0
1507..."....."....."	36	0	0
Do. 1508..."....."....."	36	0	0
1509..."....."....."	36	0	0
1510..."....."in full"	26	15	0

This is to certify that the foregoing, commencing with "Saturday, February the 28th, 1784," and ending with "26 15 0," is a true and correct copy taken from a book in this office entitled "Specie waste-book," commencing the 24th of January, 1784, and ending the 22 March, 1784, No. 7.

Given under my hand at the auditor's office, Richmond, Virginia, this 20th day of February, 1857.

G. W. CHITTEN,
Auditor Public Acc'ts.

No seal of office.

TUESDAY, 18*th January*, 1791.

M'y w't.	No. 1043,	Wm. Rickman	on cert.	No. 1157,	28th Feb., '84,	13	7	6
"	1044	do.		1158		18	0	0
"	1045	do.		1159		18	0	0
"	1046	do.		1160		18	0	0
"	1047	do.		1163		6	0	0
"	1048	do.		1164		6	0	0

"	1049	do	1161			6 0 0
"	1050	do	1162			6 0 0
"	1051	do	1165			6 0 0
*	*	*	*	*	*	*
*	*	*	*	*	*	*
" 1055 w't to Wm. Rickman, 9 years' int. on cert. No. 1166.						6 0 0

This is to certify that the foregoing, commencing "Tuesday, 18th January, 1791," & ending 28th "February, '84, 6 0 0," is a true and correct copy of entries taken from a book in this office, entitled "Warrant day-book, 1st Jan'y to 1st March, 1791, R. 3."

Given under my hand at the auditor's office, Richmond, Virginia,
58 this 20th day of February, 1857.

G. W. CHUTTEN,
Aud. P. Acc'ts.

No seal of office.

Exhibit "B."

GENERAL LAND OFFICE, *February 5th*, 1857.

I, Thomas H. Hendricks, Commissioner of the General Land Office, do hereby certify that the annexed is a true [true] and literal exemplification of Virginia warrant No. 2245, and of the evidence upon which the surveys thereon were carried into patent.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[SEAL.]

THOMAS A. HENDRICKS,
Commissioner of the General Land Office.

Copy of military land warrant No. 2245, issued by the authorities of Virginia, and the evidence upon which surveys issued thereon.

Land office military warrant No. 2245.

To the principal surveyor of the lands set apart for the officers and soldiers of the Commonwealth of Virginia:

This shall be your warrant to survey and lay off, in one or more surveys, for Elizabeth Rickman, widow of Wm. Rickman, her heirs or assigns, the quantity of six thousand six hundred sixty-six & ⅔d acres of land, due unto the said Elizabeth Rickman, widow as aforesaid,
59 in consideration of Wm. Rickman's services, for three years, as a col. in the Virginia continental line, by a resolution of the assembly of the 3rd of December, 1783, and according to a certificate from the governor and council, received into the land office.

Given under my hand and the seal of the said office this 13th day of January, in the year one thousand seven hundred & eighty-four.

[SEAL.] JOHN HARVIE, *R. L. Office.*

In the name of God, Amen. I, William Rickman, of the parish of Westover and county of Charles City, being very sick and weak, but of sound sense and memory, do make and ordain this writing to be my last will and testament.

Imprimis. I give unto my ever dear and affectionate wife, Elizabeth

Rickman, all my estate of whatever nature, both real and personal, to her and her heirs, forever.

Lastly. I constitute and appoint my said wife, Elizabeth, her father, the Hon. Benjamin Harrison, esquire, and her brother, Benjamin Harrison, jun., esq., joint executors of this my last will and testament, hereby revoking all other wills by me heretofore made.

In witness whereof I have hereunto set my hand and seal this seventh day of August, in the year our Lord one thousand seven hundred and seventy-eight.

WILLIAM RICKMAN. [SEAL.]

60 Signed, sealed, published, and declared in presence of—
THOMAS ROBINSON.
EZEKIEL POWELL.
JAMES NERR.

Copy from the record.
Teste: EDMUND CHUSHAN, *D. C.*

In the name of God, Amen. I, Elizabeth Edmondson, of Milford, in the county of Charles City, Virginia, considering the uncertainty of human life, and being at this time in perfect health, do make and ordain this my last will and testament.

In the first place, unworthy as I am, I assign my soul into the hands of its Creator, humbly hoping for its eternal happiness, not from any works of my own, but through the infinite goodness of my most gracious God, and through the merits and intercession of our blessed Lord and Savior Jesus Christ.

I give to my dear husband, John Edmondson, all the land I possess, during his life. I also give him the stock of horses, cattle, and hogs, sheep, and furniture, forever. The bed my dear mamma worked, I desire may be given to my sister Sarah Harrison. I give to my dear husband the following negroes: Ned, Abram, Charles, Pompey, Polly, Jane, Aggey, Isaac, Becky, Moses, to dispose of as he may think proper. To my brother Carter B. Harrison, I give Henry, his wife Betty, and their children, forever. To my sister Sarah Harrison, I give Patty and
61 three children, Molly, Tom, and Patty. To my brother Ben's son Ben I give Johnny. To my brother William H. Harrison, I give George. To William Rickman Copeland, I give Joe. Sarah, daughter of Polly, I give Betty Randolph Harrison. My certificates, that are in the hands of my brother Ben, I desire may be given to my husband to dispose of as he may think proper. I lend to my dear husband, during his life, my negro boy Isham, at his death to return to my brother Ben's son Benjamin Harrison. At Mr. Edmondson's death my will and desire is, that my brother Carter should have the house and land we now live on, containing, by estimation, two hundred and eighty acres; and that my brother William H. Harrison should have the land Doctor Rickman purchased of Tom Brown. I leave to my sister Ann Copeland, my watch.

I desire to be buried by Mr. Rickman, and that the place may be enclosed with a brick wall.

This will, written with my own hand, I sign & seal the third day of May, 1790.

ELIZABETH EDMONDSON.

Signed and sealed in the presence of—

At a court held for Charles City County, at the court-house, on Thursday, the twentieth day of January, 1791, the aforewritten last will of Elizabeth Edmondson, deceased, was proved to be written wholly
62 by the dec'd, by the oaths of John Dunbar & John Colgin, and ordered to be recorded; and on the motion of John Edmondson, who made oath thereon, according to law, and together with Carter B. Harrison, his security, entered into and acknowledged their bond in the penalty of two thousand pounds, conditioned as the law directs, certificate is granted him for obtaining letters of administration on the estate of said Elizabeth, with her said will annexed, in due form.

Teste: OTWAY BYRD, *C. C.*

A copy: Teste: OTWAY BYRD, *C. C.*

We, the legal representatives of Elizabeth Rickman, widow to Doctor William Rickman, for the consideration of locating and surveying six thousand one hundred sixty-six & $\frac{3}{5}$ acres of land, we have, this day, come to a division, and do hereby assign over and transfer all our rights, title, and interest to the fowling surveys, number 4076, for 1,080 acres, and number 4068, for 1,120 acres, unto Harvey Massie, his heirs or assigns, a request a patent may be issued accordingly.

In witness whereof we have hereunto set our hands & seals this 26th day of September, 1805.

CARTER B. HARRISON. [SEAL.]
CARTER B. HARRISON, [L. S.]
Guardian to Benj. Harrison, son of Benj'n Harrison Berkley.
DAVID COUPLAND. [L. S.]
ANNA COUPLAND. [L. S.]
LUCY SINGLETON. [L. S.]
63 SALLY MINGE. [SEAL.]
JOHN MINGE. [SEAL.]

JOHN BUTLER, *as to Ann Coupland.*
R'D BUTLER, *as to do.*
WM. BERKELEY, *as to Lucy Singleton.*
JOHN MATTHEWS, *as to do.*
FIELDING LEWIS,
TALLBOT PARISH, *as to those two.*

The following is endorsed on the foregoing:

I was well acquainted with all the children of the former Benj'n Harrison, esq., then governor of Virginia; they were Mrs. Eliz'th Rickman, wife of Doctor Wm. Rickman; Benjamin Harrison, late of Berkley, deceased; Mrs. Lucy Singleton, now living; Carter Bassett Harrison, now living; William Harrison, now living, and Sally Minge, living, I believe, tho' I am not certain; Benjamin Harrison, the only son & child of the last Benj'n Harrison, is under age, and Carter B. Harrison is his guardian; Mrs. Rickman left no children.

Jan'y 6, 1807.

EDM. RANDOLPH.

In Henrico County court, Jan'y 6th, 1807.

This day Edmund Randolph made oath as follows, to wit: That he was well acquainted with all the children of the former Benjamin Harrison, esq., late governor of Virginia; they were Mrs. Elizabeth Rickman,

wife of William Rickman, Benjamin Harrison, late of Berkeley, dec'd; Mrs. Lucy Singleton, now living; Carter B. Harrison, now living;
64 William H. Harrison, now living; Anne Coupland, wife of David Coupland, now living; & Sally Minge, living, he believes; Benjamin Harrison, jr., the only son and child of the [torn] Benjamin Harrison, is under age, & Carter B. Harrison is [torn] guardian; Mrs. Rickman left no children.

Wherefore it is ordered that the same be certified.

VIRGINIA, *ss:*

I, Adam Greig, clerk of Henrico County court, in the State aforesaid, do certify that the foregoing is a true transcript from the record of the said county court.

In witness whereof I have hereunto set my hand and affixed the seal of the said county at Richmond, this 25th day of May, 1807.

ADAM CRAIG, *C. C.* [L. S.]

O. B. I, 429.

And now here, to wit, on the fourth day of May, in the year of our Lord one thousand eight hundred and fifty-seven, on motion to the court, and by consent of parties, it is ordered that this cause stand continued to the next October term.

And now here, to wit, on the fourteenth day of September, in the year last aforesaid, came the plaintiff, by his solicitor, and filed his replication to the foregoing answer, clothed in the words and figures as follows, to wit:

Replication.

In the circuit court of the United States for the southern district of Ohio.

65 JOHN EDMONDSON & AL. *vs.* ADAM BLOOMERSHINE & AL. } In chancery.—Replication.

And the said plaintiffs come and say that the matters and things set forth in said bill of complainant are true in substance and in matter of fact, and that the matters and things set forth in the answer of the said defendants contrary thereto are untrue, and this they are ready to make appear as by this court shall be directed.

By POWELL AND VAN DEMAN, *their Sol'r.*

O. B. J, 546.

And on the eleventh day of December, in the year last aforesaid, this cause was "continued to next April term."

O. B. K, 64.

And now here, to wit, on the eighth day of May, in the term of April, one thousand eight hundred and fifty-eight, to which term this cause was continued, this cause was "continued to next October term."

O. B. K, 219.

And on the tenth day of December, in the term of October & year last aforesaid, this cause was "continued to next April term."

O. B. K, 355.

And now here, to wit, on the sixteenth day of July, in the term of April, in the year of our Lord one thousand eight hundred and fifty-nine, to which term this cause was continued, this cause coming on to be heard was argued by counsel, on consideration whereof the court dismissed the bill in this case. It is, therefore, ordered and adjudged by the court that the said complainant pay the costs taxed herein ten days, and in default thereof, that execution issue therefor, as in judgment at law.

66 And now here, to wit, on the 26th day of May, in the year one thousand eight hundred & sixty, the following order was made herein, to wit:

O. B. K, 538.

"In this case, wherein a decree was rendered at the June term of this court against the plaintiffs, said plaintiffs now come, by their attorney, and pray the court to allow an appeal to the Supreme Court of the United States, and fix the amount of bonds to be given by said appellants for that purpose, and said prayer is now allowed by the court, and said appellants are hereby ordered to give bond in the sum of $1,000, to the satisfaction of the clerk of this court."

Deed—John Minge & others to David Coupland.

This indenture, made this 13th day of November, in the year of our Lord one thousand eight hundred and nine, between John Minge and Sarah, his wife; Benjamin Harrison, of Berkley; William O. Harrison, of Maycox; William Rondolph; Richard Heddar; Randolph Payton; Randolph William Berkley and Elizabeth, his wife; Thomas Taylor and Lucy, his wife; the representatives of Lucy Singleton, dec'd, all of whom are the legal representatives of Elizabeth Rickman, widow and devizee of William Rickman, dec'd, of the one part, and David Coupland, all of the State of Virginia, of the other part, witnesseth that, as well for the love and affection, and in consideration of a release from David Coupland and Ann, his wife, for fourteen hundred and eighty acres of land to us, John Minge and Benjamin Harrison, that is to say, seven hundred and forty acres to each, as the receipt of ten dollars cash by him to us paid, we have bargained and sold, and do hereby bargain, sell, and convey, to him, the said David Coupland, his heirs and assigns, forever, the
67 five following tracts or parcels of lands, with all and singular the appurtenances thereunto belonging, that is to say:

Eleven hundred and twenty acres situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the twenty-fourth day of October, in the year one thousand eight hundred & one, and bounded and described as follows, to wit: Survey of eleven hundred and twenty acres of land, on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, the whole thereof being for six thousand six hundred and sixty-

six and two-thirds acres, on waters of Mill Creek, beginning at a white oak, hickory, and beach, southeast corner of Edward Dawsi's survey, No. 2256; running thence with his line S. 80° W. 400 poles, to a hickory, ash, and red oak, southeast corner of said Rickman's survey No. 4069, and northeast corner of another of his surveys No. 4068; thence with the line of the last-mentioned survey S. 10 E. 450 poles, to two white oaks and four small sugar-trees, southeast corner of said survey; thence N. 80 E. 400 poles, to three hickorys and a sugar-tree; thence N. 10 W. 450 poles, to the begining.

Also another tract of land containing one thousand and eighty acres, situate between the Little Miami and Scioto Rivers, northwest the river Ohio, as by survey bearing date the thirty-first day of May, in the year one thousand eight hundred and two, and bounded and described as follows, to wit: Survey of one thousand and eighty acres of
68 land on part of a military warrant No. 6245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred and sixty-six and two-thirds acres,) on the waters of Darby's Creek, beginning at two small ironwoods and a sugar-tree, southwest corner of said Rickman's survey No. 4069; running thence S. 80 W. 400 poles, to a sugar-tree and hickory; thence S. 10 E. 435 poles, to an ash and elm; thence N. 80 E. 400 poles, to two hickories, an elm, and small buckeye, southwest corner to said Rickman's survey No. 4068; thence with his line, N. 10 W. 435 poles, crossing a large branch at 60, at 84, at 112, and at 140 poles, to the beginning.

Also a third tract of land containing one thousand acres, situate between the Little Miami and Scioto Rivers, northwest the river Ohio, as by survey bearing date the twenty-fourth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of one thousand acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred and sixty-six and two-thirds acres,) on waters of Mill Creek, beginning at a large white oak and three sugar-trees, corner to Edward Dawse's survey No. 2256, No. 3351, & No. 3354; running thence with
69 the line of the last-mentioned survey S. 80 W. 400 poles, to a sugar-tree, hickory, and ironwood, southwest corner of said survey; thence S. 10 E. 400 poles, to two small ironwoods and a sugar-tree, northwest corner of said Rickman's survey No. 4068; thence with the line thereof N. 80 E. 400 poles, to a hickory, ash, and red oak, southwest corner of Edward Dawse's survey No. 2256 aforesaid; thence with his line N. 10 W. 400 poles, to the beginning.

Also a fourth tract of land containing six hundred sixty-six and two-thirds acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the twenty-ninth day of October, in the year one thousand eight hundred and one, & bounded and described as follows, to wit: Survey six hundred sixty-six and two-thirds acres of land on part of a military warrant No. 2245; in favor of Elizabeth, widow of William Rickman, (the whole thereof being for six thousand six hundred and sixty-six and two-thirds acres,) on waters of Mill Creek, a west branch of Scioto, beginning at a large elm, hickory, and sugar-tree, northwest corner of Benjamine Biggs' survey No. 4074, and southwest corner of another of said Biggs' surveys No. 4075; run-
70 ning these south 80 W. 400 poles, to two hickories, an elm, and sugar-tree; thence N. 10 W. 267 poles, crossing a branch at 160 poles, to two white oaks and a sugar-tree; thence N. 80 E. 400

poles, crossing a branch at 140 poles to a lynn, elm, and beach, northwest of Biggs' survey No. 4075; thence with his line S. 10 E. 267 poles, crossing a large branch to the beginning.

And also a fifth tract of land containing six hundred acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the thirty-first day of May, in the year one thousand eight hundred and two, and bounded and described as follows, to wit: Survey of six hundred acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on the waters of Mill Creek, a west branch of the West Fork of Scioto, beginning at two small white oaks, and an ironwood, and buckeye, northeast corner to Edward Dawsy survey No. 3352, running with his line S. 80 W. 400 poles, to two elms and a red oak, crossing a branch northwest corner to said Dawsey; thence north 10 W. 240 poles, crossing a branch to two elms and an ash; thence north 80 E. 400 poles, to a hickory, ironwood, and sugar-tree; thence S. 10 E. 240 poles, to the beginning.

71 All of which said tracts of land were patented to us jointly with David Coupland, and Ann, his wife, as appears by patent from the War Office of the United States, bearing date the nineteenth of June, one thousand eight hundred and nine.

To have and to hold the said five several and respective tracts or parcels of land, and all and every part thereof, together with all and singular appurtenances of every nature and kind whatever thereunto belonging, unto him, the said David Coupland, his heirs and assigns, forever, against the claims of us, or that of any other person or persons claiming by, through, or under us.

In testimony whereof we have hereunto severally subscribed our names, and affixed and seals the day and year first aforesaid.

JOHN MINGE.	[SEAL.]
BEN. HARRISON.	[SEAL.]
W. A. HARRISON.	[SEAL.]
WM. RANDOLPH.	[SEAL.]
RICH'D K. RANDOLPH.	[SEAL.]
PEYTON RANDOLPH.	[SEAL.]
WM. BERKLEY.	[SEAL.]
BETTY BERKLEY.	[SEAL.]
THOS. TAYLOR.	[SEAL.]
LUCY TAYLOR.	[SEAL.]

Signed, sealed, and delivered in presence of—
WM. ROBERTSON.
JOHN BOYSTON.
CARTER A. DREW.
JOHN ROBERTSON, Jr.

N. B.—Interlined with the words "John Minge and Benj. Harrison, that is to say, seven hundred and forty acres to each" before signing.

72 MEM.—It is hereby underdstood by all the parties to this conveyance that the grantors only intended to convey their respective proportions of the land herein mentioned, and that they do not in-

tend to effect the claims of any orphan or orphans who may be entitled to any part thereof.

JOHN MINGE. [SEAL.]
BEN. HARRISON. [SEAL.]
W. A. HARRISON. [SEAL.]
WM. RANDOLPH. [SEAL.]
RICH'D H. RANDOLPH. [SEAL.]
PEYTON RANDOLPH. [SEAL.]
WM. BERKLEY. [SEAL.]
BETTY BERKLEY. [SEAL.]
THOS. TAYLOR. [SEAL.]
LUCY TAYLOR. [SEAL.]

WM. ROBERTSON.
JOHN BOYSTER.
CARTER H. DREW.
JOHN ROBERTSON, Jr.

At a monthly court for Henrico County, at the court-house, on Monday, the second day of April, eighteen hundred and ten, the aforewritten indenture and memorandum were acknowledged by John Minge, Benjamin Harrison, William A. Harrison, and Thomas Taylor, parties thereto, to be their act and deed, and proved as to William Randolph, Richard K. Randolph, Peyton Randolph, and William Berkley, also parties to the same, by the oaths of John Boyster and John Robertson, jun'r, witnesses thereto.

And at a like court, continued by adjournment and held as aforesaid, on Tuesday, the third day of April, in the year last aforesaid,
73 the said indenture and memorandum were further proved as to the said William Randolph, Richard K. Randolph, Peyton Randolph, and William Berkley, by the oath of William Robertson, another witness thereto, whereupon the same were ordered to be certified to the State of Ohio to be there recorded.

In testimony whereof I, Izard B. Whitelocke, clerk of the court of the aforesaid county of Henrico, have hereunto set my hand, affixed the seal of the said county, this fourth day of April, one thousand eight hundred and ten.

I. B. WHITELOCKE.

Received the above deed for record on this 30th day of November, 1810, and recorded the same on the 18th day of December, 1810.

Attest: REUBEN LAMB,
Recorder, Delaware County.

Deed—David Coupland to Benjamin H. Coupland.

This indenture, made this sixteenth day of November, in the year of our Lord one thousand eight hundred and ten, between David Coupland, of the county of Buckingham, and State Virginia, of the one part, and Benjamin H. Coupland, of the county and State aforesaid, of the other part, witnesseth that the said David Coupland, for and
74 in consideration of the sum of one dollar, current money of the United States, to him in hand paid, the receipt whereof he doth hereby acknowledge, and forever acquit and discharge the said Benjamin H. Coupland, his heirs, executors, and administrators, hath granted, bargained, sold, enfeoffed, & [and] confirmed, and by these presents doth

grant, bargain, sell, enfeoff, and confirm, to the said Benjamin H. Coupland, his heirs and assigns, forever, all that tract or parcel of land lying and being in the county of Delaware, and State of Ohio, viz: Six hundred acres of land on the waters of Darby's Creek, a branch of Sciota River, begining at two small ironwoods and a sugar-tree, south-east corner to Elizabeth Rickman's survey No. 4069; running thence south eighty degrees west four hundred poles to a sugar-tree and hickory; thence south ten degrees east one hundred and ninety poles to two sugar-trees; thence north sixty-five degrees east four hundred and eight poles to a sugar-tree and elm, in the line of the original survey; thence with the said line north ten degrees west two hundred and ninety poles to the beginning, which said tract of land is part of a survey made in the name of and for Elizabeth Rickman, widow of William Rickman, and is known and distinguished in the books of
75 surveys in the surveyor general's office, by number four thousand and seventy-one, together with all improvements and appurtenances whatsoever to the said premises belonging or in any wise appertaining, and the reversions, remainders, and profits thereof, and all the estates, right, title, interest, claim, and demand of him, the said David Coupland, of, in, and to the same. To have and to hold the lands hereby conveyed, with all the premises and every part and parcel thereof, with every of the appurtenances, unto the said Benjamin H. Coupland, his heirs and assigns, forever. And the said David Coupland and his heirs, all the premises hereby conveyed and sold, with the appurtenances, to the said Benjamine H. Coupland, and his heirs and assigns, against him, the said David Coupland, and his heirs, and all and every other person or persons whomsoever, doth and will warrant and forever defend by these presents.

In testimony whereof he, the said David Coupland, hath hereunto set his hand and seal the day and year above written.

DAVID COUPLAND. [SEAL.]

Sealed and delivered in the presence of—
HEN. MASSIE.
CADWALLADER WALLACE.

STATE OF OHIO, *Ross County, sct:*

Personally appeared before me, the subscriber, an acting justice
76 of the peace in and for the county aforesaid, the within-named David Coupland, who did acknowledge the within signing and sealing to be his act and deed for the special purposes mentioned in the within instrument of writing.

Given under my hand and seal the sixteenth day of November, in the year of our Lord one thousand eight hundred and ten.

JOSEPH TEFFIN. [SEAL.]

Received the above deed for record on the 30th day of November, 1810, and recorded the same on this 3d day of December, 1810.

Attest: REUBEN LAMB,
Recorder, Delaware County.

Deed—David Coupland to William R. Coupland.

This indenture, made this sixteenth day of November, in the year of our Lord one thousand eight hundred and ten, between David Coupland, of the county of Buckingham, and State Virginia, of the one part,

and [and] William R. Coupland, of the county of Campbell, and State aforesaid, of the other part, witnesseth that the said David Coupland, for and in consideration of the sum of one dollar, current money of the United States, to him in hand paid, the receipt whereof he doth hereby acknowledge and forever acquit and discharge the said William R. Coupland, his heirs, executors, and administrators, hath granted,
77 bargained, sold, enfeoff, & confirmed, and by these presents doth grant, bargain, seal, enfeoff, and confirm, unto the said William R. Coupland, his heirs and assigns, forever, all that tract or parcel of land lying and being in the county of Delaware and State of Ohio, viz: Six hundred sixty-six and two-thirds acres of land on the waters of Mill Creek, a branch of the Scioto, beginning at a large elm, hickory, and sugar-tree, northwest corner of Benjamin Biggs' survey, No. 4074, and southwest corner of another of said Biggs' surveys, No. 4075; running thence south 80 W. 400 poles to two hickories, an elm, and sugar-tree; thence N. 10 W. 267 poles, crossing a branch at 160 poles, to two white oaks and a sugar-tree; thence N. 80 E. 400 poles, crossing a branch at 140 poles, another large branch at 320 poles, 360 poles, and at 380 poles, to a lynn, elm, & beech, northwest of Biggs' survey No. 4075; thence with line S. 10 E. 267 poles, crossing a large branch, to the beginning, which said tract of land is known and distinguished, on the books of surveys in the surveyor general's office, by number four thousand and seventy-three; together with all improvements & appertenances whatsoever to the said premises belonging or in any wise appertaining, and the revisions, remainders, and profits thereof, and all the estate, right, title, interest, claim, and demand of him,
78 the said David Coupland, of, in, and to the same. To have and to hold the lands hereby conveyed, with all the premises and every part and parcel thereof, with every of the appurtenances, unto the said William R. Coupland, his heirs and assigns, forever. And the said David Coupland, and his heirs, all the premises hereby bargained and sold, with the appurtenances, to the said William R. Coupland, and his heirs and assigns, agaainst him, the said David Coupland, and his heirs, and all and every other person or persons whomsoever, doth and will warrant and forever defend by these presents.

In testimony whereof he, the said David Coupland, hath hereunto set his hand and seal the day and year above written.

DAVID COUPLAND. [SEAL.]

Sealed and delivered in the presence of us:
HEN. MASSIE.
CADWALLADER WALLACE.

STATE OF OHIO, *Ross County, sct:*

Personally appeared before me, the subscriber, an acting justice of the peace in and for the county aforesaid, the within-named David Coupland, who did acknowledge the within signing and sealing to be his act and deed for the special purposes mentioned in the within instrument of writing.

Given under my hand and seal the sixteenth day of November,
79 in the year of our Lord one thousand eight hundred and ten.

JOSEPH LIFFEN. [SEAL.]

Received the above deed for record on this 30th day of November, 1810, and recorded the same on this 6th day of December, 1810.

Attest: REUBEN LAMB, *Delaware County.*

Deed—David Coupland to Carter Coupland.

This indenture, made this sixteenth day of November, in the year of our Lord thousand eight hundred and ten, between David Coupland, of the county of Buckingham, and State of Virginia, of the one part, and Carter Coupland, of the county and State aforesaid, of the other part, witnesseth that the said David Coupland, for and in consideration of the sum of one dollar, current money of the United States, to him in hand paid, the receipt whereof he doth hereby acknowledge and forever acquit and discharge the said Carter Coupland, his heirs, executors, and administrators, hath granted, bargained, sold, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, enfeoff, and confirm, to the said Carter Coupland, his heirs and assigns, forever, all that tract or parcel of land lying and being in the county of Delaware, and State of Ohio, viz: Five hundred and sixty acres of land on the waters of Mill Creek, a branch of Scioto River, begining at three hickorys
80 and [and] sugar-tree, southeast corner of the original (No. 4067) survey; running thence south eighty degrees west four hundred poles to two white oaks and four small sugar-trees, southwest corner to the original survey; thence north ten degrees west two hundred and twenty-five poles to a stake, southwest corner to David Coupland tracts of five hundred and sixty acres of land; thence with his line north eighty degrees east four hundred poles to a state, southeast corner of the said survey; thence south ten degrees east two hundred and twenty-five poles to the beginning; which said tract of land is part of a survey made in the name of and for Elizabeth Rickman, widow of William Rickman, and is known and distinguished, on the books of surveys in the surveyor general's office, by number four thousand and sixty-seven. Also one hundred and thirty acres of land in the same county and State, and on the waters of Mill Creek, being an undivided lot of land, and to be taken out of a survey of one thousand acres of land made in the name of, and for, Elizabeth Rickman, widow of William Rickman, and is known and distinguished, on the book of surveys in the surveyor general's office, by number four thousand and sixty-nine, together with all improvements and appurtenances whatsoever to the said premises
81 belonging or in any wise appertaining, and the reversions, remainders, and profits thereof, and all the estate, right, title, interest, claim, and demand of him, the said David Coupland, of, in, and to the same: To have and to hold the lands hereby conveyed, with all the premises, and every part and parcel thereof, with every of the appurtenances, unto the said Carter Coupland and his heirs. All the pemises hereby bargained and sold, with the appurtenances, to the said Carter Coupland and his heirs and assigns, against him, the said David Coupland, and his heirs and assigns, [against him, the said David Coupland, and his heirs] and all and every other person or persons whomsoever, doth and will warrant and forever defend by these presents.

In testimony whereof he, the said David Coupland, hath hereunto set his hand and seal the day and year above written.

DAVID COUPLAND. [SEAL.]

Sealed in the presence of us:
HEN. MASSIE,
CADWALLADER WALLACE.

STATE OF OHIO, *Ross County, sct:*

Personally appeared before me, the subscriber, an acting justice o

the peace in and for the county aforesaid, the within-named David Coupland, and did acknowledge the within signing and sealing to be
82 his act and deed for the special purpose mentioned in the within instrument of writing.

Given under my hand and seal the sixteenth day of November, in the year of our Lord one thousand eight hundred and ten.

JOSEPH TIFFIN. [SEAL.]

Received the above for record on this 30th day of November, 1810, and recorded the same on this 6th day of December, 1810.

Attest: REUBEN LAMB,
Recorder Delaware County.

Deed—David Coupland to Henry Massie.

This indenture, made this sixteenth day of November, in the year of our Lord one thousand eight hundred and ten, between David Coupland, of the county of Rockingham, and State of Virginia, of the one part, and Henry Massie, of the county of Ross, and State of Ohio, of the other part, witnesseth that the said David Coupland, for and in consideration of the sum of three hundred and eighty dollars, current money of the United States, to him in hand paid, the receipt whereof do hereby acknowledge and forever acquit and discharge the said Henry Massie, his heirs, executors, and administrators, hath granted, bargained, sold, enfeoffed, and confirmed, by these presents doth grant, bargain, sell, enfeoff, and confirm, to the said Henry Massie, his
83 heirs and assigns, forever, all that tract or parcel of land lying and being in the county of Delaware, and State of Ohio, viz: Four hundred and eighty acres of land (be the same more or less) on the waters of Darby's Creek, beginning at an elm and ash, southwest corner of the original survey No. 4071, for 1,080 acres; thence with the line the said survey north eighty degrees east four hundred poles, to two hickories, an elm, and small buckeye, southeast corner of the said original survey; thence north ten degrees west one hundred and forty-five poles, to a sugar-tree and elm, southeasterly corner to beginning H. Copeland tract of six hundred acres; thence with his line south sixty-five degrees west four hundred and eight poles, to two sugar-trees, southwesterly corner to the said Coupland tract; thence south ten degrees east two hundred and forty-five poles, to the beginning, being the south part of a tract of land entered and surveyed in the name of Elizabeth Rickman, &c., for one thousand and eighty acres of land, and known and distinguished, on the books of surveys in the surveyor general's office, by number 4071, and patented to the legal representatives of the said Elizabeth Rickman by patent bearing date the 19th day of June, 1809, reference had thereto will more fully appear; and by the
84 said legal representatives conveyed unto the said David Coupland by deed bearing date 13th Nov., 1809, and acknowledged in Henrico court 2d April, 1810; also on the 3d April, 1810, was further acknowledged, together with all improvements whatsoever to the said premises belonging, or in any wise appertaining, and the reversions, remainders, and profits thereof, and all the estate, right, title, interest, claim, and demand of him, the said David Coupland, of, in, and to the same: To have and to hold the land hereby conveyed, with all the premises, and every part and parcel thereof, with every of the appurtenances, unto the said Henry Massie, his heirs and assigns, forever. And the said David Coupland and his heirs all the premises hereby bargained

and sold, with the appurtenances, to the said Henry Massie, his and his heirs and assigns, against him, the said David Coupland, and his heirs, doth and will warrant and forever defend by these presents.

In testimony whereof the said David Coupland hath hereunto set hand and seal the day and year above written.

DAVID COUPLAND. [SEAL.]

Sealed and delivered in the presents of us—the words "as and
85 all and every other person or persons whatsoever" erased before execution—

CADWALLADER WALLACE.
JOSEPH TIFFIN.

STATE OF OHIO, *Ross County, sct:*

Personally appeared before me, the subscriber, an acting justice of the peace in and for the county aforesaid, the within-named David Coupland, and did acknowledge the within signing and sealing to be his act and deed for the special purposes mentioned in the within instrument of writing.

Given under my hand and seal the sixteenth day of November, in the year of our Lord one thousand eight hundred and ten.

JOSEPH TIFFIN. [SEAL.]

Received the above deed on the 30th day of November, 1810, and recorded the same on this 6th day of December, 1810.

Attest: REUBEN LAMB,
Recorder Delaware County.

Deed—David Coupland to David O. Coupland.

This indenture, made this sixteenth day of November, in the year of our Lord one thousand eight hundred and ten, between David Coupland, of the county of Buckingham, and State of Virginia, of the one part, and David O. Coupland, of the county and State aforesaid, of the other part, witnesseth that the said David Coupland, for and in consideration of the sum of one dollar, current money of the United
86 States, to him in hand paid, the receipt whereof he doth hereby acknowledge and forever acquit and discharge the said David O. Coupland, his executors & administrators, hath granted, bargained, sold, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, enfeoff, and confirm, [and by these presents doth grant, bargain, sell, enfeoff, and confirm,] to the said David O. Coupland, his heirs and assigns, forever, all that tract or parcel of land lying and being in the county of Delaware, and State of Ohio, viz: Five hundred and sixty acres of land on the waters of Mill Creek, or branch of the Scioto River, beginning at a white oak, hickory, and a beach, southeast corner of Edward Dawsy's survey No. 2256; running thence with his line south eighty degrees west four hundred poles to a hickory, ash, and red oak, southeast corner to Elizabeth Rickman's survey No. 4069; thence south ten degrees east two hundred and twenty-five poles to a stake in the original line of the survey; thence north eighty degree east four hundred poles to a stake in the line of the original survey; thence north ten degrees west two hundred and twenty-five poles to the beginning, which said tract of land is part of a survey made in the name of and for Elizabeth Rickman, widow of William Rickman, and is
87 known and distinguished on the books of surveys in the surveyor

general's office by number four thousand & sixty-seven. Also one hundred and thirty acres of land in the same county and State, and on the waters of Mill Creek, being an undivided lot of land, and to be taken out of a survey of one thousand acres of land made in the name of and for Elizabeth Rickman, widow of William Rickman, and is known and distinguished on the books of surveys in the surveyor general's office by number four thousand and sixty-nine; together with all improvements and appurtenances whatsoever to the said premises belonging or in any wise appertaining, and the reversions, remainders, and profits thereof, and all the estate, right, title, interest, claim, and demand of him, the said David Coupland, of, in, and to the same: To have and to hold the lands hereby conveyed, with all the premises, and every part and parcel thereof, with every of the appurtenances, unto the said David O. Coupland, his heirs and assigns, forever. And the said David Coupland, and his heirs, all [all] the premises hereby bargained and sold, with the appurtenances, to the said David O. Coupland, and his heirs and assigns, against him, the said David
88 Coupland, and his heirs, and all and every other person or persons whomsoever, doth and warrant and forever defend by these presents.

In testimony whereof he, the said David Coupland, hath hereunto set his hand and seal the day and year above written.

DAVID COUPLAND. [SEAL.]

Sealed and delivered in the presence of us:
HEN. MASSIE,
CADWALLADER WALLACE.

STATE OF OHIO, *Ross County, sct:*

Personally appeared before me, the subscriber, an acting justice of the peace in and for the county aforesaid, the within-named David Coupland, who did acknowledge the within signing and sealing to be his act and deed for the special purposes mentioned in the within instrument of writing.

Given under my hand and seal the sixteenth day of November, in the year of our Lord one thousand eight hundred and ten.

JOSEPH TIFFIN. [SEAL.]

Received the above deed for record on this 30th day of November, 1810, and recorded the same on this 6th day of December, 1810.

Attest: REUBEN LAMB,
Recorder Delaware County.

Deed—Ben. Harrison to Susan Coupland.

This indenture, made this twentieth day of November, in the
89 year of our Lord 1809, between Benjamin Harrison, of Berkley, of the one part, and Susan Coupland, daughter of David Coupland, of the county of Buckingham, of the other part; whereas the said Benjamin Harrison did, jointly, with John Mirge and Sarah, his wife; William A. Harrison, of Maycox; William Randolph; Richard Kidder Randolph; Peyton Randolph; William Berkley and Elizabeth, his wife; Thomas Taylor and Lucy, his wife; all of whom are the legal representatives of Elizabeth Rickman, widow and devisee of William Rickman, dec'd, by an indenture bearing date the thirteenth day of November, 1809, convey to the said David Coupland certain tracts of land therein particularly described, upon this special consideration,

among others, that the said David should release and reconvey to John Mirge, and the said Benjamin Harrison, 1,480 acres thereof, that is to say, 740 acres each, respectively; and whereas the said David, pursuant thereto, by deed bearing date the twentieth day of November, 1809, did convey to the said Benjamin Harrison seven hundred and forty acres of the said land to be laid off from a certain patent containing one thousand acres; said patent described at large in the said indenture first above mentioned, all which more fully and at large appears, reference being had to the said deeds: Now, this indenture
90 witnesseth that, for and in consideration of the natural love and affection which the said Benjamin beareth towards the said Susan Coupland, he hath given, granted, aliened, and confirmed, and doth by these presents give, grant, alien, and confirm, unto the said Susan, her heirs and assigns, the said seven hundred and forty acres of land, with its appurtenances, in as full and ample a manner as he may lawfully pass the same: To have and to hold the said land, its appurtenances, &c., unto the said Susan, her heirs & assigns, to the only proper use and behoof of the said Susan, her heirs & assigns, forever. And the said Benjamin Harrison, for himself, his heirs, ex'ors, &c., unto the said Susan Coupland, her heirs, &c., the said tract of land, with its appurtenances, as aforesaid, against the claim or claims of himself, his heirs, &c., and of all and every other person or persons claiming by, through, or under him, shall and will by these presents forever warrant and defend.

In witness whereof the said Benjamin Harrison hath hereunto set hand and affix his seal the day and year first above written.

BEN. HARRISON. [L. S.]

Signed, sealed, and delivered in presence of—

91 At a monthly court held for Henrico County, at the court-house, on Monday, the second day of April, one thousand eight hundred and ten, this indenture was acknowledged by Benjamin Harrison, the party thereto, to be his act and deed. Whereupon the same was ordered to be certified to the State of Ohio, to be there recorded.

In testimony whereof I, Izard B. Whitlocke, clerk of the court of the aforesaid county of Henrico, have hereunto set my hand and affixed the seal of the said countey this fourth day of April, in the year one thousand eight hundred and ten.

[SEAL.] I. B. WHITLOCKE.

Received the above deed for record on this 30th day of November, 1810, and recorded the same on this 6th day of December, 1810.

Attest: REUBEN LAMB,
Recorder Delaware County.

Deed—Christopher Anthoney to Samuel Fisher.

This indenture, made and entered into this first day of December, in the year of our Lord one thousand eight hundred and seventeen, between Christopher Anthoney and Anna W., his wife, of the town of Lynchburg, of the one part, and Samuel Fisher, of the other part, witnesseth that the said Christopher Anthoney and Anna, his wife,
92 for and in consideration of the sum one thousand eight hundred dollars, to them in hand paid by the said Samuel Fisher, the receipt whereof is hereby acknowledged, have bargained, sold, granted, and confirmed, unto the said Samuel Fisher, his heirs and assigns, for-

ever, a certain tract or parcel of land lying and being in the county of Delaware, and State of Ohio, on the waters of Darby's Creek, it being part of lot 4071, and containing six hundred acres; being the same tract of land conveyed by Week Coupland & Emily, his wife, by deed bearing date the 8th day of July, 1811, of record in the county of Delaware: To have and to hold, possess and enjoy, the said tract of land, with its appurtenances, to him, the said Samuel Fisher, his heirs and assigns, forever. And the said Christopher Anthony & Anna, his wife, for themselves and their heirs, will forever warrant and defend unto the said Samuel Fisher a good and lawful right and title in fee-simple to the before-granted land against the claim or claims of all every person whatsoever.

In witness whereof they have hereunto set their hands and seals the day and date first above written.

CHRISTOPHER ANTHONY. [SEAL.]
ANNA W. ANTHONEY. [SEAL.]

CORPORATION OF LYNCHBURG, *to wit:*

93 We, Samuel J. Harrison, Mathew Brown, justices of the peace for the said corporation of Lynchburg, do certify that Anna W. Anthony, wife of Christopher Anthoney, grantors to a certain deed for the conveyance of real estate to Samuel Fisher, bearing date the first day of December, one thousand eight hundred and seventeen, and hereto annexed, personally appeared before us, in our corporation aforesaid, and being examined by us privately and apart from her said husband, and having the deed aforesaid fully explained to her, she, the said Anna W. Anthony, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under our hands and seals this first day of December, one thousand eight hundred & seventeen.

S. J. HARRISON, *Mayor.* [SEAL.]
MATT. BROWN. [SEAL.]

Hustings court corporation, Lynchburg, December term, 1817.

The within indenture of bargain and sale for real estate, from Christopher Anthony and Anna W., his wife, to Samuel Fisher, was this day acknowledged in the certificate of the relinquishment of Anna W., his wife, annexed to the said indenture, were ordered to be certified to the court of the county of Delaware, in the State of Ohio, there to be recorded.

Test:

JAMES BENAGH, *D. C. C. H. C.*

94 VIRGINIA, *to wit,*
Corporation of Lynchburg, to wit:

I, James Benagh, deputy clerk of the hustings court corporation of Lynchburg, in the State of Virginia, do hereby certify that the above order of acknowledgment and certificate of relinquishment annexed to the foregoing deed is in due form, according to the law of Virginia.

In testimony whereof I, James Benagh, deputy clerk of the corporation aforesaid, hereunto sign my name and affix the seal of office of said corporation this 28th day of February, 1818.

JAMES BENAGH, *D. C.*

Rec'd & recorded this deed, April 22d, 1819.

I. S. HUGHS, *R. D. C.*

RECORDER'S OFFICE, *Delaware County, to wit:*

I, A. R. Gould, recorder of said county, do hereby certify that the foregoing deeds of conveyance from John Mirge et al. to David Coupland, David Coupland to Benj. H. Coupland, David Coupland to Wm. R. Coupland, David Coupland to Carter Coupland, David Coupland to Henry Massie, David Coupland to David O. Coupland, Benj'n Harrison to Dusan Coupland, & Christopher Anthony to Samuel Fisher, are true & correct copies from the recorders in this office.

In testimony whereof I have hereunto set my hand & affixed
95 my official seal this Jan'y 4th, A. D. 1854.

[SEAL.] A. R. GOULD, *Recorder, D. C. O.*

25.—*Peter Arras, George Hayre—deed.*

This indenture, made and entered into this first day of October, in the year A. D. 1838, by and between Peter Arras and Margaret, his wife, of the county of Union, and State of Ohio, of the first part, and George Hayre, of the county of Marion, and State aforesaid, of the second part, witnesseth: The said Peter Arras and Margaret, his wife, for and in consideration of the sum of one hundred dollars to them in hand paid by the said George Hayre, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents give, grant, bargain, sell, alien, & convey, unto the said George Hayre, and unto his heirs and assigns, forever, the following lands, to wit: Being part of survey No. 4067 in the county of Union, and State of Ohio, commencing one hundred and six rods from the southeast corner in said survey, at a maple and hickory; thence running west two hundred and sixty-five rods to a hickory, red oak, and ash; thence south fifty-three rods to an ash, ironwood, and thorn; thence east two hundred and sixty-five rods to an ash and elm; thence north fifty-three rods to the place of beginning, containing eighty acres: To have and to hold said
96 lands, with the appurtenances, unto the said George Hayre, and unto his heirs and assigns, forever. And the said Peter Arras and Margaret, his , for themselves and heirs, hereby covenant with said George Hayre, his heirs and assigns, forever; and the said Peter Arras, and Margaret, his wife, for themselves and heirs, hereby covenant with said George Hayre, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that said premises are free and clear from all incumberances, and that the said Peter Arras and Margaret, his wife, and their heirs, will forever warrant and defend the same to the said George Hayre, and to his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Peter Arras, and Margaret, his wife, of the first part, have hereunto set their hands and seals the day and year first above written.

PETER ARRAS. [SEAL.]

In presence of—
JOHN C. BERRY.
CLEMENTINE BERRY.

THE STATE OF OHIO, *Marion County, ss:*

Before me, John C. Berry, a justice of the peace in and for said county, personally came the above-named Perter Arras and Margaret, his
97 wife, and acknowledged the execution and delivery of the above deed to be their voluntary act and deed, for the purposes therein

mentioned; and the said Margaret, wife of the said Peter Arras, being by me examined separate and apart from her said husband, and the contents of said deed to her by me fully made known, declares on such separate examination that the voluntarily signed, sealed, and acknowledged the same, and that she is still satisfied there with this first day of October, A. D. 1838.

JOHN C. BERRY, *J. Peace.*

Filed & recorded February 10th, 1860.

P. B. SMITH, *Recorder.*

Peter Arres to John L. Doellinger—deed.

This indenture, made this fifteenth day of December, in the year A. D. 1843, by and between Peter Arres and Margaret, his wife, of the county of Hancock & State of Ohio, of the first part, and John Leonard Doellinger, of the county of Union and State aforesaid, of the second part, witnesseth: The said Peter Arres and Margaret, his wife, for and in consideration of the sum, —— tree hundred forty-five dollars to them in hand paid by the said John Leonard Doellinger, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold, and by these presents give, grant, bargain, sell, alien, and convey, unto the said
98 John Leonard Doellinger, and unto his heirs and assigns, forever, the following lands, to wit: Being in the county of Union, and State of Ohio, part of survey (18) 4067, beginning one hundred and fifty-five rods from the northwest corner, at an ash, ironwood, and thorn; thence E. one hundred and fifty-eight and three-quarters of a rods to a stake; thence north fifty-three rods to a maple and two white oaks; thence west one hundred and fifty-eight and three-quarters of rods to the place of beginning, containing sixty acres: To have and to hold said lands, with their appurtenances, unto the said John Leonard Doellinger, and unto his heirs and and assigns, forever. And the said Peter Arres and Margarettia, his wife, for themselves and heirs, hereby covenant with John Leonard Doellinger, his heirs and assigns, that they are lawfully seized, in fee-simple, of the premises aforesaid; that said premises are free from all incumbrances; and that they, the said Peter Arres and Margarette, his wife, and their heirs, will forever warrant and de-
99 fend the same to the said John Leonard Doellinger, and to his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Peter Arres and Margarette, his wife, of the first part, have set their hands, seals the day and year first above written.

PETER ARRES. [SEAL.]
MARGARETTE ARRES. [SEAL.]

Signed sealed in presence of—
HENRY HESELL,
WILLIAM BAUER.

THE STATE OF OHIO, *Hancock County, ss:*

Personally appeared before the subscriber, a justice of the peace in and for said county, Peter Arres and Margaret, his wife, signers to the within deed of conveyance, and by —— personally known to be the persons that the — represent themselves to be, and severally acknowledged the signing and sealing thereof to be their act and deed for the purposes therein expressed; the said Margaret being separate and apart from her

said husband, and the contents to her made known, she acknowledged that she executed the same freely, and that she is still satisfied therewith.

Given under my hand officially this fifteenth December, A. D. 1843.

HENRY HULL. [L. S.]
Justice of the Peace in & for said County.

Filed & recorded January 3d, 1844.

JAMES TURNER, *Recorder.*

100 *Peter Arris to Adam Bloomershine—deed.*

This indenture, made this eighteenth day of January, in the year of our Lord one thousand eight hundred and thirty-eight, by and between Peter Arris and Margaret, his wife, of the county of Marion and State of Ohio, of the one part, and Adam Bloomershine, of the county of Union and State aforesaid, of the other part, witnesseth that the said Peter Arris and Margaret, his wife, for and in consideration of the sum of one hundred dollars to them in hand paid by the said Adam Bloomershine, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, released, & conveyed, and by these presents do give, grant, bargain, sell, release, convey, and confirm, unto the said Adam Bloomershine, and unto his heirs and assigns, forever, all that certain tract or parcel of land situate, lying, and being in the county of Union, in the State of Ohio, and bounded as follows, to wit: Beginning at two ashes and a sugar-tree, corner to George Roush; thence S. 10° W. 53 poles to a bur oak, hickory, and white ash; thence N. 79° E. 251 to a maple and cherry tree; thence N. 10° 45″ west 53 poles to a white elm, sugar-
101 tree, and hickory, another corner of George Roush; thence S. 77° W. 251 poles to the beginning, containing eighty acres, be the same more or less: To have and to hold the above-bargained premises, with all the privileges and appurtenances thereunto belonging, or in any wise appertaining unto him, the said Adam Bloomershine, and unto his heirs and assigns, forever, as a good estate in fee-simple. And the said Peter Arris and Margaret, his wife, do covenant and promise to and with the said Adam Bloomershine, his [his] heirs and assigns, that they are lawfully seized of the premises aforesaid, and that they have good right, full power, and lawfull authority to sell and convey the same in manner and form aforesaid, and that the same are free and clear of and from all manner of incumbrance whatever; and further, that they, the said Peter Arris and Margaret, his wife, will well and truly warrant and forever defend the same to the said Adam Bloomershine, and unto his heirs and assigns, against the lawful claims and demands of all and every person whomsoever.

In testimony whereof the said Peter Arris and Margaret, his wife, have hereunto set their hands and seals the day and year aforesaid.

PETER ARRIS. [SEAL.]
MARGARET ARRIS.

Signed, sealed, and delivered in presence of—
EDWARD ARRIS,
MICHAEL HELDMANN.

102 THE STATE OF OHIO, *Marion County, ss:*

Before me, Wm. Graham, a justice of the ——— in and for said county, personally came Peter Arris and Margaret, his wife, the signers and sealers of the above deed, and severally acknowledged the signing

and sealing of the same to be their voluntary act and deed; she, the said Margaret Arris, wife of the said Peter, being by me first examined separate and apart from her husband, & the contents of the above deed by me made known to her, declared, upon such separate examination, that she signed and sealed the same voluntarily, without threat, coercion of said husband, and that she is still satisfied therewith.

Given under my hand, officially, this twenty-second (22) day of January, A. D. 1838.

WM. GRAHAM, *J. P.*

Filed and recorded March 2d, 1838.

P. B. SMITH, *Recorder.*

31.—*Peter Arris to George Roush—deed.*

This indenture, made this eighteenth day of January, in the year of our Lord one thousand eight hundred and thirty-eight, by and between Peter Arris and Margaret, his wife, of the county of Marion, and State of Ohio, of the first part, and George Roush, of the county of Union
103 and State aforesaid, of the second part, witnesseth that the said Peter Arris and Margaret, his wife, for and in consideration of the sum of one hundred dollars, lawful money of the United States, to them in hand paid by the said George Roush, the receipt whereof is hereby acknowledged, hath given, granted, bargained, sold, released, and conveyed, and by these presents do give, grant, bargain, sell, convey, and confirm, unto the said George Roush, and unto his heirs and assigns, forever, all the following described tract or parcel of land, situate, lying, and being in the county of Union, in the State of Ohio, being part of survey No. 4067, in the Virginia military district, and butted and bounded as follows, to wit: Beginning at a hickory, ash, and red oak, original corner of said survey; thence S. 10° W. 53 poles to two ashes and sugar-tree; thence N. 77° E. 251 poles to a white elm, sugar-tree, and hickory; thence N. 10° 45′ W. 53 poles to the west line of said survey to a sugar-tree and hickory; and thence S. 77 W. to the beginning, containing eighty acres, be the same more or less: To have and to hold the premises aforesaid, with all the privileges and appurtenances thereunto belonging, or in any wise appertaining, unto him, the said George Roush, and unto his heirs and assigns, forever, as a good estate in fee-simple.
104 And the said Peter Arris and Margaret, his wife, do covenant and promise to and with the said George Roush, his heirs and assigns, that they are lawfully seized of the premises aforesaid, and that they have good right, full power, and lawful authority to sell and convey the same in manner aforesaid, and that the same are free and clear of and from all and all manner of incumbrances whatever; and further, that they, the said Peter Arris and Margaret, his wife, and their heirs, will well and truly warrant and forever defend the same to the said George Roush, and to his heirs and assigns, against the lawful claims of all and every person whomsoever.

In testimony whereof the said Peter Arris, together with Margaret, his wife, have hereunto set their hands and seals the day and year first above written.

PETER ARRAS. [SEAL.]
MARGARET ARRIS. [SEAL.]

Signed, sealed, and delivered in presence of—
ADAM ARRIS,
MICHAEL HELDMANN.

THE STATE OF OHIO, *Marion County, ss:*

Before me, Wm. Graham, a justice of the peace in and for said county, personally came Peter Arris and Margaret, his wife, signers and sealers of the above deed of conveyance, and severally acknowledged the
105 signing and sealing of the same to be their voluntary act and deed; she, the said Margaret, being first examined by me separate and apart from her said husband, and the contents thereof having been by me made known to her, she declared that she signed and sealed the same without fear, threat, or coercion of her said husband, and that she is still satisfied therewith.

Given under my hand officially this 22d [of January] day of January, A. D. 1838.

WM. GRAHAM, *J. P.*

Filed and recorded March 2d, 1838.

P. B. SMITH, *Recorder.*

33.—*Peter Arris to George Nicol—deed.*

Know all men by these presents that we, Peter Arris and Margarete his wife, of the county of Hancock, and State of Ohio, in consideration of the sum of six hundred dollars in hand paid by George Nicol, of Union County and State aforesaid, have bargained and sold, and by these presents do hereby grant, bargain, sell, and assign, forever, the following premises, situate in the county of Union, and State of Ohio, is [is] bounded and described as follows, to wit: Being part of military survey No. 4067, beginning at the southeast corner of said survey; thence running back two hundred and fifty-five rods to the south corner; thence north fifty-three rods; thence east two hundred and
106 fifty-five rods; thence south fifty-three rods to the place of beginning, containing eighty acres, the same to be more or less: To have and to said premises, with the appurtenances, unto the said George Nicol, his heirs and assigns forever. And the said Peter Arrias and Margaret Arras, for themselves and their heirs, do hereby covenant with said George Nicol, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumbrances whatsoever; and that they will forever warrant and defend the same, with the appurtenances, unto the said George Nicol, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Peter Arras and Margret Arras have hereunto set their hands and seals this the ninth day of December, in the year of our Lord one thousand eight hundred and forty-six.

PETER ARRAS. [SEAL.]
MARGARET ARRAS. [SEAL.]

Executed in presence of—
MICHAEL HELDMANN.
GEORGE BORSMITH.

THE STATE OF OHIO, *Marion County, ss:*

Before me, George Rinehart, a justice of the peace in and for said county, personally appeared the above-named Peter Arras and
107 Margaret Arras, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed for the purposes therein expressed; and the said Margaret Arras being at the same time examined by me separate and apart from her said husband,

and the contents of said instrument made known to her by me, she then declared that she did voluntay sign, seal, and acknowledge the same, and that she is still satisfied therewith this ninth day of December, A. D. 1846.

GEORGE RINEHEART, *J. P.*

John Peat to John Hawley—deed.

This indenture, made this tenth day of May, in the year of our Lord one thousand eight hundred and thirty-seven, by and between John Pete and Harriet Peat, his wife, of the county of Hamilton, in the State of Ohio, of the one part, and John Hawley, of the county of Union, and State aforesaid, of the other part, witnesseth that the said John Peat and Harret, his wife, for and in consideration of the just sum of three hundred and sixty dollars to them in hand paid, the receipt whereof they do hereby acknowledge, have given, granted, bargain, sell, release, convey, and confirm unto the said John Hawley, and his heirs and assigns, forever, all that tract or parcel of land situate and being
108 in the county of Union and State of Ohio, bounded and described as follows, to wit, being that part of survey No. 4071, containing in the boundaries following, to wit: Beginning at a sugar-tree and ironwood, the northeast corner of said survey; thence south 9 deg. 10 east 125 poles, to an ash and hickorry; thence south 80 deg. west 152 poles to an ash; thence north 9 deg. 10 west 125 poles to two ironwoods and an elm; thence north 80 east 152 poles to the beginning, containing one hundred and twenty acres, more or less: To have and to hold the premises aforesaid, with all the privileges and appurtenances thereunto belonging or in any wise appertaining, unto him. The said John Peat, and Harriet, his wife, for themselves and for their heirs, executors, and administrators, covenant and promise to and with the said John Hawley, his heirs and assigns, that they, the said John Peat and Harriet Peat, his wife, are lawfully seized of the premises aforesaid; that they have good right and lawful authority to sell and convey the same in manner as aforesaid; and that the premises are free and clear of and from all incumbrances whatever; and further, that the said John Peat and Harriet, his wife, will well and truly warrant and forever de-
109 fend the premises herein and hereby granted unto the said John Hawley, and to his heirs and assigns, against the lawful claims and demands of all and every person whomsoever.

In testimony whereof the said John Peatt and Harriett Peat, his wife, parties of the first part, have hereunto set their hands and seals the day and year first above written.

JOHN PEAT. [SEAL.]
HARRET PEAT. [SEAL.]

Signed, sealed, and delivered in presence of us:
LITTLEBERRY I. DAY.
JAMES FOSTER.

THE STATE OF OHIO, *Hamielton County, ss:*

Before the undersigned, a notary public for the county of Hamilton, personally came John Peat and Harriet, his wife, grantors of the within deed of conveyance, and acknowledged the signing and sealing the same to be their act and deed for the uses and purposes therein mentioned; and the said Harriet, wife of the said John Peat, being examined separate and apart from her said husband, the contents of the within

being made and explained to her, did acknowledge that signed, sealed, and delivered the same freely and voluntarily, without fear or coercion of her husband, and is still satisfied therewith.

In witness whereof I have herunto set my hand and affixed my seal of office this tenth day of May, eighteen hundred and thirty-seven.

110 JAMES FOSTER, *Notary Public.*

Filed and recorded September 8th, 1837.

P. B. SMITH, *Recorder.*

John J Porter to John Hally—deed.

This indenture, made and concluded this 10th day of December, in the year of our Lord one thousand eight hundred and twenty-six, by and between John J. Porter, of the town of Mechanicsburgh, county Champain, in the State of Ohio, of the first part, and John Hally, of Stark County, in the State of Ohio, of the part, witnesseth that the said John J. Porter, for and in consideration of the sum of three hundred and fifty-four dollars and cents, to in hand or secured to be paid, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, released, conveyed, and confrmed, and by these presents doth give, grant, bargain, sell, release, convey, and confirm, unto the said John Halley, and unto his heirs and assigns, forever, a lot of land lying and being in the county of Union, and State of Ohio, and being a part of a survey numbered four thousand and seventy-one, and bounded by a line running as follows, viz: Beginning at a stake were Sullivant's line crosses said Porter's survey at the west line;
111 thence north 35 poles to a hickory and water-beach; thence north 80 E. 211 poles to two ironwoods; thence south 10 E. 136 poles to two sugar-trees, ironwood, and dogwood; thence south 53 W. 13 poles to Sullivant's line, where it crosses said Porter's southward line; thence —— said Sullivant's line N. 85 W. 171 poles, to the place of beginning, containing one hundred and seventy-seven acres, be the same more or less: To have and to hold the above-described premises, with all the privileges and appurtenances thereunto belonging, or in any wise appertaining, unto the said John Hally, and unto his heirs and assigns, forever. And the said John Hally, for himself, his heirs, executors, and administrators, covenant and promise to and with the said John Hally, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that he has good right and full authority to sell and convey the same in manner aforesaid; and that the said premises are free from all incumbrances; and further, that he, the said John J. Porter, his heirs, executors, and administrators, will well warrant and truly defend the premises aforesaid unto the said John Hally, and unto his heirs and assigns, forever, against the lawful claims of any person or persons whomsoever.

In testimony whereof the said John J. Porter and Missorie, his
112 wife, have hereunto set their hands and seals the day and year above written.

JOHN J. PORTER. [SEAL.]
MISSOUREE PORTER.

Sigined, sealed, and delivered in presence of—
JAMES H. SPAIN.
WILLIAM KELLEY.

STATE OF OHIO, *Champaign County, ss:*

Personally came before me, James H. Spain, an acting justice of the peace for said county, John J. Porter and Missourie M. Porter, his wife, and acknowledged the within signing and sealing of these presents to be their own act and deed for the purposes herein mentioned; she being examined separate and apart from her husband, as the law directs.

Given under my hand and seal this 11th day of December, 1826.

JAMES H. SPAIN, *J. P.*

This deed was filed and recorded January 28th, 1827.

SILAS G. STRONG, *Rec.*

Thomas Robinson & wife to Gregory Hally—deed.

This indenture, made the 17th day of December, in the year of our Lord one thousand eight hundred and thirty-two, by and between Thomas Robinson and Ann, his wife, of the county of Union, in the State of Ohio, of the one part, and Gregory Hally, of the county and State aforesaid, of the other part, witnesseth that the said Thomas Robinson and
113 Ann, his wife, for and in consideration of the sum of one hundred and twenty-five dollars to them in hand paid, the receipt whereof they do hereby acknowledge, have given, granted, bargained, sold, released, and conveyed, and, do by these presents, give, grant, bargain, sell and release, convey and confirm, unto the said Gregory Hally and his heirs and assigns, forever, all that tract or parcel of land situated and being in the county of Union, in the State of Ohio, containing 50 acres of land, part of survey No. 4071, on the water of Darby Creek, beginning at a black ash in the line of John Halley's land, southwest corner to [to] 120 acres surveyed for John Pratt on said survey No. 4071; thence, with said Halley's line, S. 80 W. 52 poles, to a buckeye and sugar-tree, supposed to be a westerly corner to said Halley's land; thence, with another of said Halley's lines, 60 poles to a white ash, corner to said Halley's land, also corner to Joseph Gibson's land; thence, with said Gibson's line, crossing Buck Run twice, No. 20° W. 92 poles, to said Gibson's northwesterly corner, being a stake on the margin of the old Delaware road; thence, with another of said Gibson's lines, and with the line of said S. 47° W. 19 poles, to a stake southwesterly corner to Joseph Morse's land; thence, with said Morse's line, N. 17° W. 61 poles, to a sugar-tree, hickory, and ash; thence N. 80° E 103
114 poles to a sugar-tree and oak in the line of John Peat's 120 acres; thence, with said Peat's line, S. 90 E. 81 poles, to the beginning, to have and to hold the premises aforesaid, with all the privileges and appurtenances thereunto belonging or in any wise appurtaining, unto him, the said Gregory Hally, and unto his heirs and assigns, forever. And the said Thomas Robinson and Ann, his wife, for themselves and for their heirs, executors, and administrators, covenant and promise to and with the said Gregory Halley, his heirs and assigns, that they have good right and lawful authority to sell and convey the same in manner aforesaid; and that the said Thomas Robinson and Ann, his wife, will well and truly warrant and forever defend the premises herein and hereby granted unto the said Gregory Halley, his heirs and assigns, against the lawful claims of all and every person claiming in or through them.

In testimony whereof the said Thomas Robinson and Ann, his wife, party of the first part, have hereunto set their hands and seals the day and year first above written.

THOMAS ROBINSON. [SEAL.]
ANN ROBINSON. [SEAL.]

Signied, seald, and delivered in the presence of—
DAVID MITCHELL.
JOHN HAWLEY.

THE STATE OF OHIO, *Union County, ss:*

115 Before me, the subscriber, a justice in and for said county, personally appeared Thomas Robinson and Ann, his wife, severally acknowledged the signing and sealing of the within indenture to be their voluntary act and deed for the special purposes therein contained; and the said Ann, being examined seperately and apart from her husband, saith that without fear or coercion of her said husband she voluntarily signed and sealed the same. And I certify that from personal knowledge I know the signers of the within indenture to be the persons they represent themselves to be.

Given under my hand and seal this 17th day of December, A. D. 1832.
DAVID MITCHELL, [SEAL.]
Justice of the Peace.

Filed & recorded April 5, 1833.
R. ANDREWS, *Recorder.*

Deed—Silas G. Strong, master commissioner in chancery, John Hawley.

Whereas, at the court of common pleas holden in the county of Union, and State of Ohio, on the first day of June, A. D. 1837, in a certain case pending, wherein John Wood was complainant and mortagee, and Michael P. Casley & others, heirs of Samuel Tesher, dec'd, who was mortgagor, and others were defendants, amongst other matters it was by said court ordered that Silas G. Strong, master commissioner in chancery, should by actual survey assertain & report
116 to the court what quantity of the mortgaged premises there yet remains subject to the lien of said mortgages. And whereas afterwards, to wit, on the third day of October, A. D. 1837, said master having made report, and no exceptions taken thereto, it was ordered by said court that said master commissioner proceed to sell the same in manner and form prescribed in the statute of the State regulating sales on executions at law. And whereas afterwards, to wit, on the first day of February, A. D. 1838, said master commissioner, first having advertised the time and place, did proceed to sell said premises to the highest and best bidder, and then and there at public vender did strike off and sell to John Hawley all the premises bounded and described as follows: Beginning at a red oak in the line of Reuben P. Mann's land and a corner to Joseph Gibson's; thence, with Gibson's line, N. 3 W. 22 poles, to a buckeye and ironwood; thence N. 83 E. 29 poles to a stone; thence S. 10 E. with the line of John Hawley's land 50 poles, to a hickory in the line of R. P. Mann; thence, with said Mann's line, N. 85 W. 42 poles to the beginning, containing eight and one-half acres of land, he having bid the sum of fifty-one dol-
117 lars and one cent therefor, it being more than two-thirds the appraised value thereof; also the one other parcel of land upon which said mortgage had lien, beginning at a sugar-tree, hickory, and red oak, northwest corner to Thomas Robinson's land and in the line of Joseph Morse; thence, with said Morse's line, N. 14° W. 50 poles, to a ironwood; thence N. 80 E. 105 poles, to an elm and ironwood, northwest corner to a lot of land formerly mortgaged to John Peat; thence S. 90 E. 48 poles, to an ash and sugar-tree, northwest corner to said Robinson's

ot; thence S. 80° W. 103 poles to the beginning, containing thirty-one and one-half acres—he, the said John Hawley, having been the highest bibber & having bid therefor the sum of one hundred and twenty-six dollars and one cent, and having bid more than two-thirds the appraised value thereof. And whereas, on the 20th day of April, A. D. 1838, said master made return to said court, and the court having inspected and examined his proceedings as well a the appraisement made by Mains Wasson, John F. Kirney, and A. Hull, three freeholders of the said county, did order that the same be confirmed, and that said master commissioner execute a deed or deeds to the purchaser therefor: Now, therefore, this indenture witnesseth that I, Silas G. Strong, master commissioner in chancery for the county of Union, in the State of
118 Ohio, for and in consideration of the premises aforesaid, and for and in consideration of the two sums of money to me in hand paid as aforesaid, and in pursuance the last mentioned & the statutes of Ohio, in such case made and provided, grant, release, and convey to the said John Hawley, all the two several pieces or parcels of land herein described, being each a part and parcel of survey No. 4071, and bounded and described as herein aforesaid, together with all the appurtenances and privileges thereunto belonging, unto him, the said John Hawley, and his heirs and assigns, forever, to have and to hold the same to and for his use, benefit, & behoof, and to and for the use, benefit, and behoof of his heirs and assigns forever.

In testimony whereof I, Silas G. Strong, master commissioner in chancery as aforesaid, have hereunto set my hand and seal this 27th day of December, in the year of our Lord one thousand eight hundred and thirty-eight.

SILAS G. STRONG, [SEAL.]
Master Commissioner in Chancery.

Signed and sealed in presence of—
MARY E. AMADON.
IRA WOOD.

STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace within and for the county of Union, personally came Silas G. Strong, master com-
119 missioner in chancery for said county, and acknowledged that, in his official capacity as master commissioner, he executed and signed and sealed the foregoing deed for the purposes therein expressed.

Given under my hand this 28th day of Dec., A. D. 1858.

IRA WOOD,
Justice of the Peace.

Filed and recorded May 13th, 1839.

P. B. SMITH, *Recorder.*

Samuel Fisher to Mary Anderson—deed.

This indenture, made this 23rd day of September, in the year one thousand eight hundred and twenty-six, between Samuel Fisher and Elizabeth Fisher, his wife, of the county of Hamilton, and State of Ohio, of the one part, and Mary Anderson, of the other part, of the county of Union, and State aforesaid, [of the other part], witnesseth that the said Samuel Fisher, for and in consideration of the sum of one hundred and twenty-five dollars, current money of the United States of America, to him in hand paid, the receipt whereof is hereby acknowledged, and forever acquit and discharge the said Mary Anderson, her heirs, executors, and administrators, ha granted, bargained, sold, aliened, and confirmed,

and by these presents doth grant, bargain, sell, alien, and confirm, unto the said Mary Anderson, her heirs and assigns, forever, all that tract or parcel of land lying and being in the county of Union and State
120 of Ohio, containing fifty acres, being part of survey No. 4071, beginning at a stake southeasterly corner to land sold by said Fisher to Josiah Davis; thence S. 20 E. 92 poles to a white ash, corner to land sold by said Fisher to John Porter; thence S. 83 W. 172 poles to a stake in the old Delaware road; thence with said road N. 47 E. 75 poles; thence N. 63 E. 68 poles; thence N. 42 E. 34 poles to beginning, together with all the improvements, water-courses, profits, and appurtenances whatever to the said premises belonging or in any wise appertaining, and the reversions, remainders, and profits thereof, and all the estate, right, title, interest, property claim, and demand of the said Samuel Fisher and Elizabeth, his wife, of, in, and to the same, to have and to hold the lands hereby conveyed, with all and singular the premises, and every part and parcel thereof, with every of the appurtenances, unto the said Mary Anderson, her heirs and assigns, forever, to the only proper use and behoof of the said Mary Anderson, her heirs and assigns, forever; and the said Samuel Fisher, for his heirs, executors, and administrators, do covenant, promise, and agree to and with the said Mary Anderson, her heirs and assigns, by these presents, that the
121 premises before mentioned now are, and forever hereafter shall remain free, of and from all former and other gifts, grants, bargains, sales, dower rights and title of dower, judgment, execution titles, troubles, charges, and incumberances whatsoever done or suffered to be done by the said Samuel Fisher; and the said Samuel Fisher and his heirs, all and singular the premises hereby bargained and sold, with the appurtenances, unto the said Mary Anderson, her heirs and assigns, against the said Samuel Fisher and his heirs, and all and every other person or persons whatsoever claiming by or under or doth and will warrant and forever defend by these presents.

In witness whereof the said Samuel Fisher and Elizabeth, his wife, hereunto set their hands and seals the day and year first above written.

SAMUEL FISHER. [SEAL.]
ELIZABETH FISHER. [SEAL.]

Signied, sealed, and delivered in the presence of—
JOHN REED.
SAMUEL REED.

THE STATE OF OHIO, *Hamilton County, ss:*

Personally appeared before me, the undersigned, president judge of the court of common pleas for the north circuit of said State, Samuel Fisher and Elizabeth Fisher, his wife, who severally acknowledge the within deed of conveyance to be their voluntary acts and deeds for the uses and purposes therein contained. and the said Elizabeth, wife of said Samuel, being examined separate and apart from her said husband;
122 and the contents thereof being first fully made known to her, she acknowledged that she signed the same, to be her voluntary act and deed, without fear, coercion, or restraint of her said husband.

In testimony whereof I have hereunto set my hand and seal, at Cincinnati, this 2 day of October, anno Domini eighteen hundred and twenty-six.

GEO. TORRANCE. [SEAL.]

This deed was filed and rec. Feb'y 27, 1827.

SILAS G. STRONG, *Rec.*

Samuel Fisher to John J. Porter—deed.

This indenture, made this thirteenth day of November, in the year of our Lord one thousand eight hundred and twenty-six, between Samuel Fisher, of the city of Cincinnati, county of Hamilton, and State of Ohio, of the one part, and John J. Porter of the second part, witnesseth that the said Samuel Fisher, for and in consideration of five hundred dollars, lawfull money of the United States, to him in hand paid, and truly paid by the said John J. Porter, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienedd, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, [alien, alien, release,] convey, and confirm, [and confirm,] unto the said John J. Porter, his heirs and assigns, forever, all that certain tract of
123 land lying and being in the county of Union, and State of Ohio, and being part of survey numbered four thousand and seventy-one, and bounded by a line running as follows, viz: Begining at two sugar-trees and ironwood and dogwood; thence running south 53 W. 63 poles, to two white oaks and sugar-tree; thence N. 80° E. 204 poles, to a black ash and hickory sapling; thence S. 10° E. 162 poles, to the beginning, said tract containing two hundred and six acres, be the same more or less; and all the estate, right, title, interest, property, claim, and demand of them, the said Samuel Fisher, of, in, and to the said premises, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging or in any wise appertaining, and the rents, issues, and profits thereof: To have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only purpose and behoof of the said John J. Porter, his heirs and assigns, forever. And the said Samuel Fisher, for himself, his heirs, and executors and administrators, doth promise, covenant, and agree to and with the said John J. Porter, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawfull authority to sell and convey the same in manner and form aforesaid; and further, that he, the said Samuel Fisher, his heirs, ex-
124 ecutors, and administrators, will warrant and forever defend the aforesaid premises, with the appurtenances, and every part and parcel thereof, unto the said John J. Porter, his heirs and assigns, against all persons claiming or to claim, by, from, or under him, them, or any of them, or by, from, or under any other person or persons whomsoever.

In witness whereof the said Samuel Fisher and Elizabeth, his wife, have hereunto set there hands and seals the day and year first above written.

SAMUEL FISHER. [SEAL.]
ELIZABETH FISHER. [SEAL.]

Signed, sealed, and delivered in presence of—
GEORGE P. TORRENCE.
JAMES F. TORRENCE.

STATE OF OHIO, *Hamilton County:*

Before me, George P. Torrence, president judge of the ninth circuit of the court of common pleas, personally appeared Samuel Fisher, and Elizabeth, his wife, the said being by me examined separately from her said husband, acknowledged that she signed, freely & voluntaryly, without any compulsion from her husband, and acknowledged the above

deed of conveyance to be there voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto [to] set my hand and seal this first day of December, in the year of our Lord one thousand eight hundred and twenty-six.

GEORGE P. TORRENCE. [SEAL.]

125 This deed was filed January 25th, 1827, and recorded the 28th of January aforesaid.

SILAS G. STRONG, *Rec.*

William Impson to Reuben P. Mann—deed.

This indenture, made this 20 day of August, in the year of our Lord one thousand eight hundred and thirty-four, by and between Wm. Impson and his wife, Elizabeth, of the county of Union, and State of Ohio, of the first part, and Reuben P. Mann, of the county of Union, and State of Ohio, of the other part, witnesseth that the said Wm. Impson and Elizabeth, his wife, of the first part, for and in consideration of the just and full sum of two hundred dollars to them in hand paid, or secured to be paid, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, released, conveyed, and do by these presents give, grant, bargain, sell, release, convey, and confirm unto the said Reuben P. Mann, of the second part, the following described tract or parcel of land situate, lying, and being [and being] in the county of Union, in the State of Ohio, being a part of survey No. 4069, of the Virginia military land, so usually called, beginning at a state, witness a sugar-tree and elm, 100 poles S. E. from a hickory, northwesterly corner to two hundred acres sold and deeded by David O. Coupland, by his attorney,
126 John H. James, to Ebenezer Mather; thence running N. 79 E. 160 poles, to a forked sugar-tree near a hickory and white maple; thence S. 11 E. 100 poles, to buckeye and two ashes; thence S. 79 W. 160 to a bur oak and ash; thence north 11 W. 100 poles, to the beginning, containing one hundred acres, more or less; except fifty acres sold by the said Impon and wife, and deeded March 13, 1832, to William Lane, to have and to hold the premises hereby conveyed, with all privileges and appurtenances thereunto belonging or in any wise appertaining, unto him, the said Reuben P. Mann, and unto his heirs and assigns, forever; and the said Wm. Impson and his wife, Elizabeth, for themselves, their heirs, executors, administrators, or assigns, covenant and promise to and with the said Reuben P. Mann, his heirs or assigns, that they, the said Wm. Impson and Elizabeth, are lawfully seized of the premises aforesaid; that they have good right and lawful authority to sell and convey the same in manner aforesaid; and that the same are free and clear from all manner of incumberances whatever; and further, that they, the said Wm. Impson and Elizabeth, and their heirs, executors, administrators, and assigns, will well and truly warrant and defend the premises hereby granted unto him, the said Reuben P. Mann, and
127 his heirs and assigns, forever, against the lawful claims and demands of all and every person whomsoever.

In testimony whereof the said Wm. Impson and Elizabeth, his wife, party of the first part, have hereunto set their hands and seals the day and year first above written.

WM. IMPSON. [SEAL.]

ELIZABETH her + mark IMPSON. [SEAL.]

Signed, sealed, and acknowledged in presence of us:
NORMAN CHIPMAN.
DAVID BURNHAM.

STATE OF OHIO, *Union County, ss:*

Personally came Wm. Impson and Elizabeth, his wife, signers and sealers to the above instrument, and acknowledged the same to be their free act and deed; the said Elizabeth, wife of the said Wm. Impson, being by me examined separate and apart from her said husband, and the contents of the above deed by me made known to her, did declare that she did voluntarily sign, seal, and acknowledge the same, and that she is fully satisfied therewith. I further . that I am satisfied, from personal knowledge, that the said Wm. Impson and Elizabeth, his wife, are the persons whom they represent themselves to be.

Witness my hand this twenty-third day of August, A. D. 1834.

DAVID BURNHAM, [SEAL.]
Justice of the Peace.

Entered for transfer, January 21st, 1836.

L. PHELPS, *A. M. C.*

Filed & recorded January 26th, 1836.

P. B. SMITH, *Recorder.*

128 *Ebenezer Mather to William Impson—deed.*

This indenture, made this sixth day of May, in the year of our Lord one thousand eight hundred and thirty-one, by and between Ebenezer Mather and Betsey Mather, his wife, of the county of Union, and State of Ohio, of the one part, and William Impson, of the county of Union, and State aforesaid, of the other part, witnesseth that the said Ebenezer Mather and Betsy Mather, for and in consideration of the just sum of one hundred and fifty dollars to them in hand paid, the receipt whereof the do hereby acknowledge, have given, granted, bargained, sold, released, and conveyed, and do by these presents give, grant, bargain, sell, release, convey, and confirm, unto the said William Impson, and his heirs and assigns, forever, all that tract or parcel of land lying and being in the county of Union, in the State of Ohio, to wit: The east half of two hundred acres of land lying and being situated in the county of Union aforesaid, on the waters of Darby Creek, being a moity of survey No. 4069, beginning at a stake, witness a sugar-tree and white elm, one hundred poles S. 11° E. from a hickory, northwesterly corner to said two hundred acres, deeded from David O. Coupland, by his attorney, John H. James, to Ebenezer Mather aforesaid; thence, running No. 79° E. 160 poles, to a forked sugar-tree near a hickory and white
129 maple; thence S. 11° E. 100 poles, to a hickory and two ashes; thence S. 79° W. 160 poles, to a bur oak and ash; thence N. 11° W. 100 poles to the beginning, containing one hundred acres, be the same more or less: To have and to hold the premises aforesaid, with all the privileges, and appurtenances thereunto belonging or in any wise appertaining, unto him, the said William Impson, and unto his heirs and assigns, forever. And the said Ebenezer Mather and Betsy Mather, for themselves, their heirs, executors, and administrators, covenant and promise to and with the said William Impson, his heirs and assigns, that they, the said Ebenezer Mather and Betsy Mather, his wife, are lawfully seized of the premises aforesaid; that they have good right and

lawful authority to sell and convey the same in manner aforesaid; and that the said premises are free and clear of all incumberances whatever; and further that the said Ebenezer Mather and Betsy Mather will well and truly warrant and forever warrant and defend the premises herein and hereby granted unto the said William Impson, his heirs and assigns, against the lawful claims and demands of all and evey person whomsoever.

In testimony whereof the said Ebenezer Mather and Betsy Mather, his wife, party of the first part, have hereunto set their hands and seals the day and year first above mentioned.

EBENEZER MATHER. [SEAL]
BETSY MATHER. [SEAL.]

Signed, sealed, & delivered in the presence of—
130 WILLIAM PARKISON.
WM. WRIGHT.

The word "aforesaid" interlined before signing.

THE STATE OF OHIO, *Union County, ss:*

I, William B. Irwin, one of the justice of the peace in and for the county aforesaid, do hereby certify that on the 6th day of May, in the year of our Lord one thousand eight hundred and thirty-one, personally came before me the above-named Ebenezer Mather and Betsy Mather, his wife, who severally acknowledged the above signing and sealing to be their free and voluntary act and deed for the purposes above expressed; the said Betsey Mather being seperate and apart from her husband, and the contents to her made known, she acknowledged that she executed the same freely without fear or coercion of her said husband.

In testimony whereof I have hereunto set my hand and seal at Marysville, this sixth day of May, in the year of our Lord one thousand eight hundred and thirty-one.

WILLIAM B. IRWIN, [SEAL.]
Justice of the Peace.

Filed and recorded April 8th, 1833.

R. ANDREW, *Rec.*

Emily Fairfield, administratix of George W. Fairfield, dec'd, to Andrew Keys—deed.

To all to whom these presents shall come:

Be it known that I, Emily Fairfield, of the county of Union, and State of Ohio, administratrix of the estate of George W. Fairfield,
131 deceased, who died intestate, by virtue of an order and decree of the court of common pleas in and for said county of Union, made at the September term of said court, in the year 1851, duly authorized me, by virtue of the proceedings, &c., then and theretofore had by and in said court, &c., to sell the real estate of the said George W. Fairfield, deceased, hereinafter described; and in pursuance of a sale duly made and reported to and confirmed by said court at the same term, in the year 1852, and James C. Miller, of said county, having been the purchaser of said land, at said sale, on the 4th day of March, A. D. 1852, and having assigned said premises to Andrew Keys, of said county, and duly authorized me, a administratrix as aforesaid, to make a deed directly to said Keys, conveying said premises to him: Therefore,

I, in consideration of the premises aforesaid, and in consideration of the sum of twenty-two hundred and seventy-five dollars, in hand to me paid, do hereby bargain, sell, and convey unto the said Andrew Keys, his heirs and assigns, forever, the real estate above referred to as having been sold by order of court, described as follows, being the farm upon which said George W. Fairfield, shortly previous to his death, and situated on the Milford and Marysville State road, and on the waters of Buck Run, in Union Township, Union County aforesaid, described as follows: Begining at the west line of said survey, crosses the old
132 Delaware road; thence with said line N. 10° W. 88 poles, to a stake in the State road leading from Springfield to Delaware; thence S. 10 E. 94½ poles, to a stake in the old Delaware road; thence, with said road, S. 46° W. 41 poles and twenty-two links, to the beginning, containing twenty acres, more or less. Also another piece, being part of same survey, beginning at a stake on the Delaware road leading from Milford to Delaware, running N. 10° W. to a stake on the new road leading from Milford to Marysville; thence, with said road, N. 39 E. 118 poles, to a stake in the north line; thence N. 80° east 23 poles to two ironwoods in the line; thence S. 17 E. 112 poles to a stake in the old Delaware road; thence, with said road, 14 poles to a stake, thence S. 63 W. 68 poles to a sugar-tree; thence S. 47 W. 62 poles to the beginning, containing eighty acres, more or less, it being the same from which Jacob Fairfield sold to said George W. Fairfield by title bond; To have and to hold the said real estate, with the appurtenances, unto the said Andrew Keyes, his heirs and assigns, forever.

In testimony whereof I, the said Emily Fairfield, as administratix, by virtue of the authority aforesaid, have hereunto set my hand and seal this 28 day of July, A. D. 1852.

EMILY FAIRFIELD, [SEAL.]
Administratrix of George W. Fairfield.

Executed in presence of—

133 SUSAN C. PORTER.
R. D. REED.

THE STATE OF OHIO, *Union County, ss:*

Personally appeared before me, the subscriber, a justice of the peace in and for said county of Union, the said Emily Fairfield, and acknowledged the signing and sealing of the above conveyance to be her voluntary act and deed, by virtue of the premises therein refered to, and for the purposes therein expressed.

Witness my hand this 28 day of July, A. D. 1852.

R. D. REED, *J. P.*

Filed and recorded February 25th, A. D. 1853.

W. M. ROBINSON, *Recorder.*

Wm. R. Coupland & ux. to Christopher Anthony—deed.

This indenture, made this 12th day of April, in the year of our Lord one thousand eight hundred and eleven, between Wm. R. Coupland and Emily, his , of the county of Campbell, of the one, and Christopher Anthony, of the same county, of the other part, witnesseth that the said Wm. R. Coupland and Emily, his wife, in consideration of the sum of one hundred pounds, lawful money, then in hand paid before the ensealing and delivery of these presents, (the receipt whereof is hereby ac-

knowledged,) have bargained and sold, and do bargain and sell, unto the said Christopher Anthony, his heirs and assigns, a certain tract
134 of land lying and being in the State of Ohio, known by patents No. 4073, granted to Elizabeth Rickman's heirs, and from them conveyed to David Coupland and Ann, his wife, and from the said David Coupland and Ann conveyed to the said Wm. R. Coupland, containing six hundred and sixty-six and two-third acres, which will more fully appear, reference being had to the aforesaid conveyance now of record in the county of Delawaro, Ohio; to have and to hold the said tract or parcel of land, with the appurtenances thereto belonging, unto the said Christopher Anthony, his heirs and assigns forever; and the said Wm. R. Coupland and Emily, his wife, do, for themselves and heirs, warrant and defend the title of the land aforesaid unto the said Christopher Anthony, his heirs and assigns, against the claim or claims of all persons whatever.

In witness whereof the said Wm. R. Coupland and Emily, his wife, have hereunto set their hands and seals the day and year first above mentioned.

WM. R. COUPLAND. [SEAL.]
EMILY COUPLAND. [SEAL.]

Signed, sealed, and delivered in presence of—
JOHN DARBNEY.
CLAIRBORNE W. GOOCH.
THOMAS THORP.

At a court held for Campbell County, August 12th, 1811, this indenture was acknowledged by William R. Coupland, a party thereto, and ordered to be recorded.

Teste: RO. ALEXANDER, *C. C. C.*

135 VIRGINIA, *Campbell County, to wit:*

I, John Morris, presiding justice of the peace in the county of Campbell, do hereby certify that Robert Alexander, who attests the within certificate, was at that time, and now is, clerk of said county court, and that due faith and credit is and ought to be given to his official acts by him so attested, and that the same is in due form.

Given under my hand this day of , 181 .

The Commonwealth of Virginia to Henry Brown and William Irwin, gentlemen, justices of the county of Bedford, greeting:

Whereas William R. Coupland and Emily, his wife, by their certain indenture of bargain and sale, bearing date the 12th day of April, 1811, hath sold and conveyed unto Christopher Anthony six hundred and sixty-six and two-thirds acres of land, lying and being in the county of , and State of Ohio; and whereas Emily, the wife of the said William, cannot conveniently to an county court of Campbell, to make acknowledgements of the conveyance aforesaid contained in the said indenture, command you, or any two or more of you, that you do personally go to the said Emily and receive such acknowledgment as she shall be willing to make before of the conveyance aforesaid, and that you examine her privately and apart from the said William, whether she doth the same freely and voluntarily, without his persuations, and
136 whether she be willing that the same be recorded, and when you have examined and received her acknowledgments, as aforesaid, that you distinctly and plainly send and certify us thereof, under your

seals, in our said court on the 2d Monday in September next, together with this indenture annexed, and this writ.

Witness Robert Alexander, clerk of our said court, the 16th day of August, 1811, in the 36th year of the Commonwealth.

RO. ALEXANDER.

BEDFORD COUNTY, *to wit:*

By virtue of the within commission to us directed, we have examined Emily, the wife of William R. Coupland, to the indenture annexed, and she freely and voluntarily relinquished all claim of dower to the premises conveyed by the said indenture, without the pursuation or threat of her said husband, and is willing the same be recorded.

Given under our hands and seals this 9th day of September, 1811.

HENRY BROWN. [SEAL.]
WILLIAM IRWIN. [SEAL.]

At a court held for Campbell County, September 9th, 1811, the within commission, together with the certificate of the execution thereof, were exhibited in court, and ordered to be recorded.

Teste: RO. ALEXANDER, *C. C. C.*

VIRGINIA, *Campbell County, to wit:*

I, Robert Alexander, clerk of the county court aforesaid, do hereby certify that at a court of quarterly sessions continued and held
137 for said county, the 13th day of November, 1811, this indenture from William R. Coupland and Emily, his wife, to Christopher Anthony, together with the commission for the privy examination of the said Emily, and the certificat of the execution thereof, were exhibited in court of Delaware, in the State of Ohio, to be entered of record.

In testimony whereof I, as clerk of said county court of Campbell, have hereunto set my hand and affixed the seal of the said county hereunto this 15th day of November, 1811, in the 36 year of the commonwealth.

[SEAL.] RO. ALEXANDER, *C. C. C.*

Received the foregoing deed for record on the 26th day of September, and recorded the same on the 30th day of September, 1812.

Attest: REUBEN LAMB, *R. D. C.*

Transferred from Delaware County records, vol. 2, page 99.

WM. M. ROBINSON, *Recorder, U. C. O.*

Coupland and ux. to C. Anthony—deed coven't.

This indenture, made and entered into this eighth day of July, in the year of our Lord one thousand eight hundred and eleven, between Wm. R. Coupland and Emily, his wife, of the one, and Chris. Anthony, jr., of the other part, witnesseth that, for and in consideration of the sum of one hundred pounds by the said Christopher Anthony, jr., to the said Wm. R. Coupland, in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents
138 doth grant, bargain, and sell, unto the said Christopher a certain tract or parcel of land, lying and being in county of Delaware, and State of Ohio, on the waters of Darby Creek, containing six hundred acres, be the same more or less, it being part of lot 4071, conveyed by Benjamin H. Coupland to the said Wm. R. Coupland, to have and to

hold the said tract or parcel of land, with the appurtenances, unto the said Christopher Anthony, jr., his heirs and assigns, forever; and the said Wm. R. Coupland and Emily, his wife, do, for themselves and heirs, warrant and defend the title of the said land to the said Christopher Anthony, his heirs, &c., against the claim or claims of all persons whatsoever.

In witness whereof we have hereunto affixed their hands and seals the date above written.

WM. R. COUPLAND. [SEAL.]
EMILY COUPLAND. [SEAL.]

The Commonwealth of Virginia to Henry Brown and Wm. Irwin, gentlemen, justices of the county of Bedford, greeting:

Whereas William R. Coupland and Emily, his wife, by their certain indenture of bargain and sale, bearing date the 8th day of July, 1811, hath sold and conveyed unto Christopher Anthony six hundred acres of land, lying and being in the county of Delaware, State of Ohio; and whereas Emily, the wife of the said William, cannot conveniently
139 travel to our county court of Campbell, make acknowledgment of the conveyance aforesaid contained in the said indenture, command you, or any two or more of you, that you do personally go to the said Emily such acknowledgment as she be willing to make before you of the conveyance aforesaid, and that [that] you examine her privately and apart from the said William, her husband, whether she doth the same freely and voluntarily, without his persuasions or threats, and whether she be willing that the same be recorded, and when you have so examined her, and recorded her acknowledgment as aforesaid, that you distinctly and plainly send certify as thereof in our said court, under your seals, on the second Monday in September next, together with the indenture annexed unto this writ.

Witness Robert Alexander, clerk of our said court, the 16th day of August, 1811, in the 36th year of the Commonwealth.

RO. ALEXANDER.

CAMPBELL COUNTY, *to wit:*

By virtue of the within commission to us directed, we have examined Emily, the wife of William R. Coupland, to the indenture annexed, and she freely and voluntarily relinquished all claim of dower in the lands and premises conveyed by the said indenture without the persuasions of her said husband, as is willing the same be recorded.

Given under our hand and seals the 9th day of September, 1811.

HENRY BROWN. [SEAL.]
WILLIAM IRWIN. [SEAL.]

140 At a court held for Campbell County, September 9th, 1811, the within commission, together with the certificate of the execution thereof, were exhibited in court and ordered to be recorded.

Teste: RO. ALEXANDER, *C. C. C.*

VIRGINIA, *Campbell County, to wit:*

I, John Morris, presiding justice of the peace in the county of Campbell, do hereby certify that Robert Alexander, who attests the certificate hereto annexed, was at the time, and now is, clerk of the court of Campbell; and that due faith and credit is and ought to be given to his official acts by him so attested; and that the same is made out and attested in due form.

Given under my hand this day of , 1811.

BEDFORD COUNTY, *to wit:*

By virtue of the within commission, Virginia, Campbell County, to wit, I, Robert Alexander, clerk of the county court of Campbell, do hereby certify that at a court of quarterly session, continued and held for the county aforesaid, the 13th day of November, 1811, this indenture, together with the commission for the relinquishment of Emily, the wife of Wm. R. Coupland, together with the certificate of the examination thereof, were produced in court and ordered to be certified to the court of Delaware County in the State of Ohio, to be there entered of record also.

141 In testimony whereof I, as clerk of Campbell County, have hereunto set my hand and affixed the seal of said county hereunto, the 15th day of November, 1811.

[SEAL.] RO. ALEXANDER, *C. C. C.*

At a court held for Campbell County, August 12, 1811, this indenture was acknowledged by William R. Coupland, a party thereto, and ordered to be recorded.

Teste: RO. ALEXANDER, *C. C. C.*

Received the foregoing deed for record the 26th September, 1812, and recorded the same the 30th September, 1812.

Attest: REUBEN LAMB, *R. D. C.*

Transcribed from Delaware County records, vol. 2, 98.

WM. M. ROBINSON,
Recorder Union County, O.

Collier H. Minge & others to David O. Coupland.

This indenture, made this 19th day of Feb'y, in the year of our Lord one thousand eight hundred and thirty-five, between Collier H. Minge, John Minge, and William H. Minge, ex'rs of John Minge, dec'd, and O. Coupland, all of the county of Charles City and State of Virginia, witnesseth, that whereas on the day of , in the year , the late John Minge, of said county, by his last will and testiment, bequeath to his two sons, James and David Minge, a certain tract of land lying and being in the county of Union, State of Ohio, containing six hundred acres, to them and to their heirs, forever; and whereas the said James and David Minge are now of lawful age, and have by their certain agreement promised to make to the said David O. Coupland a deed

142 for said land: Now, this indenture witnesseth that for and in consideration of the sum of six hundred dollars to them in hand paid, the receipt whereof they, the said James and David Minge, doth hereby acknowledge, have granted, bargained, and sold, and doth by these presents grant, bargain, and sell, unto the said David O. Coupland the said tract or parcel of land, with all its appurtenances and privileges whatsoever to the said land belonging, to him and his heirs, forever; to have and to hold the said land, with all and singular the premises hereinbefore mentioned, or intended to be bargained and sold, and every part and parcel thereof, with every of their rights and appurtenances, unto the said David O. Coupland, his heirs and assigns, forever; and the said Collier H., John, & William H. Minge, for themselves as ex'rs of John Minge, dec'd, and the said James & David Minge, for themselves, their heirs, with all and singular the premises and appurtenances before mentioned, free from the claim or claims of them, the

said Collier H., John, and William H. Minge as ex'rs of John Minge, dec'd, James and David Minge, or either of them; and all of all and every person or persons whomsoever, shall, will, and do warrant and forever defend by these presents.

In testimony whereof we have hereunto set our hands and seals the day and year above written.

143

COLLIER H. MINGE, *for Himself.* [SEAL.]
JOHN MINGE &
WILLIAM H. MINGE, *Ex'rs.* [SEAL.]
JAMES MINGE. [SEAL.]
DAVID MINGE. [SEAL.]

CHARLES CITY COUNTY, *to wit:*

We, Jas. Wilson and George Waddell, justices of the peace in the county aforesaid, in the State of Virginia, do hereby certify that Collier H. Minge, ex'r'x of John Minge, James and David Minge, parties to a deed bearing date the day of , and hereunto annexed, personally appeared before us, in our county aforesaid, and acknowledged the ——— to be their act and deed, and desired us to certify the said acknowledgment to the clerk of the county of Union, in the State of Ohio, in order that the same may be recorded.

Given under of hands and seals this 19th day of February, 1835.

JAS. C. WILSON. [SEAL.]
GEORGE C. WADDELL. [SEAL.]

STATE OF VIRGINIA, *Charles City County, to wit:*

I, Robert Christian, clerk of the county court aforesaid, in the State of Virginia, do hereby certify that Jas. C. Wilson and George C. Waddell, whose names are subscribed to the foregoing and annexed certificate of acknowledgement of a deed from Collier H. Minge, David Minge, and James Minge to David O. Coupland, are, and were at the time of signing said certificate, justices of the peace in and for said county of Charles City, duly commissioned and qualified as such according

144 to the constitution and laws of the State of Virginia aforesaid, and that the signatures are genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the court-house thereof, this 20th day of February, in the year one thousand eight hundred and thirty-five.

[SEAL.] RO. W. CHRISTIAN.

Filed and recorded December 5th, 1835.

P. B. SMITH, *Recorder.*

The above deed entered for transfer December 4th, 1835.

L. P. PHELPS,
Auditor of Union County.

Deed—Benjamin H. Coupland to William R. Coupland.

This indenture, made and entered into this 7th day of June, in the year of our Lord one thousand eight hundred and eleven, between B. Coupland, of the county of Buckingham, of the one, and Wm. R Coupland, of the county of Campbell, of the other part, witnesseth that the said Benjamin H. Coupland, for and in consideration of the sum of three hundred dollars, by the said Wm. R. Coupland to him in hand

paid, the receipt whereof which is hereby acknowledged, has granted, bargained, and sold unto the said Wm. R. Coupland, and doth by these presents grant, bargain, sell, unto the said Wm. R. Coupland, a certain tract or parcel of land lying and being in the county of Delaware,
145 State of Ohio, on the waters of Darby Creek, containing six hundred acres; it being part of lot No. 4071, surveyed to the said Benjamin H. by David and Ann Coupland, which will more fully appear, reference being had to said conveyance now of record in county of Delaware, and State of Ohio; to have and to hold said tract or parcel of land to him, the said Wm. R. Coupland, his heirs and assigns, forever.

In consideration of the premises the said Benjamin H. Coupland has set his hand and affixed his seal the day and date above mentioned.

BENJAMIN H. COUPLAND. [SEAL.]

Signed, sealed, and delivered in presence of—
MILETUS BROWN.
THOMAS J. PRICE.
JAS. WILSON.
DAVID O. COUPLAND.

VIRGINIA:

At a court held for Buckingham County, the tenth day of June, 1811, this indenture was proved by the oaths of Miletus Brown, Thomas J. Price, and James Wilson, three of the witnesses thereto, and ordered to be certified to the county court of Delaware, in the State of Ohio, to be there recorded.

A copy. Teste:

ROLFE ELDRIDGE, *J. D. C. B. C.*

Buckingham County official seal.

BUCKINGHAM COUNTY, *State of Virginia:*

I, John Pittman, presiding magistrate of the county aforesaid, in the State aforesaid, do hereby certify that Rolfe Eldridge, jr., who has certified the proof of the within deed, is the deputy clerk of the county court of Buckingham, duly appointed and qualified according to
146 law, and the seal by him annexed is the proper seal of the said county, and that due faith and credit ought to be given to his attestation.

Given under my hand this 21 August, 1811.

J. PITTMAN.

Received and recorded the above deed on this 9th day of June, 1812.
Attest:

REUBEN LAMB,
Recorder Delaware County.

Transferred from Delaware County records, v. 2, page 77.

WM. M. ROBINSON,
Recorder Union Co., O.

Deed—David O. Coupland, Adam Kuhlman.

Know all men by these presents that I, David O. Coupland, of the county of Cumberland, Virginia, in consideration of the sum of six hundred dollars, in hand paid by Adam Kuhlman, of Union County, Ohio, have bargained and sold, and do hereby grant, bargain, sell, and convey unto the said Adam Kuhlman, his heirs and assigns, forever, the follow-

ing premises situate in the county of Union, and in the State of Ohio, and bounded and described as follows, being part of survey No. 4067, on the waters of Darby Creek: Beginning at a bur oak and maple in the north line of a part of said survey, in the name of the heirs of Carter Coupland, southeast corner to thirty acres on said survey, sold to said Baugert; thence with the line of the heirs of said Carter Coupland, N. 17 15′ E. 64 poles, to two sugar-trees and an ash, corner to a lot
147 on said survey, sold to John M. Sheiderer's; thence, with said Sheiderer's line, N. 12 W. 127 poles, to two sugar-trees and a maple, northwest corner to said Sheiderer; thence, with another of said Sheiderer's line, passing his corner, N. 77° 35 E. 155 poles, to an elm, hickory, and water beech in the east boundry of said survey, N. 4067; thence, with said boundry, N. 12° W. 68 poles to two cherry trees and an oak; thence S. 77° 35 W. 247 poles to two sugar-trees and a white oak in the line of Adam Bloomershine land; thence, with his line passing his corner, S. 9° 30 E. 61 poles and 12 links, to a hickory and elm northwest corner to said George Baugert's thirty acres; thence, with the line of said Baugert, N. 77° 15 E. 37 poles and 20 links to a sugar-tree and dogwood, corner to said Baugert; thence, with his line, S. 9° 40 E. 127 poles, to the beginning, containing one hundred and fifty acres, more or less: To have and to hold said premises, with the appurtenances, unto the said Adam Kuhlman, his heirs and assigns, forever. And the said David O. Coupland, for himself and his heirs, doth hereby covenant with said Adam Kuhlman, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the premises are free and clear from all incumbrances whatsoever; and that he will forever warrant and defend the same, with the appurtenances, unto the said Adam Kuhlman, his heirs and assigns, against the lawful claims of all persons whomsoever.

148 In witness whereof the said David O. Coupland has hereunto set his hand and seal this fifteenth day of January, in the year of our Lord one thousand eight hundred and forty-one.

D. O. COUPLAND. [SEAL.]

Executed in presence of—
DAVID BURNHAM.
PHILIP SNIDER.

STATE OF OHIO, *Union County, ss:*

Before me, David Burnham, a justice of the peace in and for said county, personally appeared the above-named David O. Coupland, and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed for the express purposes therein mentioned, this fifteenth day of January, A. D. 1841.

DAVID BURNHAM, [SEAL.]
Justice of the Peace.

Filed and recorded Dec. 27th, 1841.

P. B. SMITH, *Recorder.*

J. Bunsold to J. M. Shider—deed.

Know all men by these presents that we, John P. Bunsold and Madalene Bunsold, of the county of Union, and State of Ohio, for and in consideration of the sum of five hundred and fifty dollars to me in hand paid by John M. Shider, of the county of Union and State of Ohio, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do

give, grant, bargain, sell, alien, convey, and confirm, unto the said
149 John M. Shiderer, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and in the Virginia military descrit, on the waters of Mill Creek, and Darby, and bounded and described as follows: Lot No. 1, in survey No. 4067, beginning at a bur oak, hickory, and elm, in the easterly line of original survey, being the division corner between the lands of C. Coupland's [land's] heirs and myself; thence, with said original line correcting the course thereof, N. 12 W. 127½ poles to a maple, sugar-tree, and water beech; thence south 77 W. 69⅓ poles to a hickory, sugar-tree, and red oak; thence south 77 W. 69⅓ poles to two hickorys and an ironwood in the line of said Coupland heirs; thence, with said line, N. 47 E. 69⅓ poles to the beginning, containing fifty-five acres: To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said John M. Shider, his heirs and assigns, forever. And the said John P. Bunsold, for himself and heirs, doth hereby covenant with the said John M. Shider, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that they are free and clean from all incumberances whatever, and that he will forever warrant and defend the same, with the appurtenances, unto the said John M. Shiderer, his heirs and assigns, against the lawful claims
150 of all persons whatever; and the said do hereby remise, release, and forever quitclaim unto the said the , heirs and assigns, all my right and title of dower in the above-described premises.

In testimony whereof the said John P. Bunsold and Magdalene Bunsold have hereunto set their hands and seals this fifth day of April, in the year of our Lord one thousand eight hundred and fifty.

JOHN BUNSOLD. [SEAL.]
MAGDALENA BUNSOLD. [SEAL.]

Signed, sealed, and delivered in presence of—
GARRETT HARRIS.
GEORGE HARRIS.

THE STATE OF OHIO, *Union County, ss:*

Before me, Garrett Harris, a justice of the peace in and for said county, personally appeared the above-named John P. Bunsold and Magdalina Bunsold, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Magdalena Bunsold being at the same time examined by me seperate and apart from her said husband, and the contents of the said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially this fifth day of April, A. D. 1850.

GARRETT HARRIS, *J. P.*

Filed and recorded June 12th, 1850.

JAMES TURNER, *Recorder.*

151 *Nicholas Kerner to John M. Kerner—deed.*

Know all men by these presents that I, Nicholas Kerner, of the county of Union, State of Ohio, in the consideration of the sum of eight hundred dollars, in hand paid by John Mathew Kerner, of the same county and State, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said John Mathew Kerner, his heirs and assigns, forever, the following premises situate in the county of Union, in the State of Ohio, and bounded and described as follows, to wit, it being part

of Mrs. Elizabeth Rickman's survey No. 4067, Virginia military land, beginning at a state and two sugar-trees, corner to George Roushe's land in the west line of the survey; thence with said land north 78° E. 248 poles to a beech, white oak, and hickory, the original northwest corner of survey 4067; thence south 12 east 51¾ poles to a beech and sugar-tree, northwest corner to Coleman's lot; thence with the line of said lot 77° 52′ west 250 poles to his southwest corner; thence with Bloomershine and Rushe's line, north 9° west 58¾ poles to the beginning, containing eight-five acres, more or less: To have and to hold said premises, with the appurtenances, unto the said John Mathew Kerner, his heirs and assigns, forever. And the said Nicholas Kerner, for himself, and heirs, do hereby covenant with the said John Mathew Kerner, his heirs and assigns, that they are lawfully
152 seized of the premises aforesaid, and that the premises are free and clear from all incumberances whatsoever, and that they will forever warrant and defend the same, with the appurtenances, to the said John Mathew Kerner, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Nicholas Kerner has hereunto set his hand and seal this 3 day of January, in the year of our Lord one thousand eight hundred and fifty-three.

NICHOLAS KERNER. [SEAL.]

Signed, sealed, and acknowledged in the presence of us:
JOHN B. COATS.
JOHN WEIDMAN.

THE STATE OF OHIO, *Union County, ss:*

Before me, John B. Coats, a justice of the peace in and for said county, personally appeared the above-named Nicholas Kerner, and acknowledged the signing and sealing of the foregoing conveyance to be his voluntary act and deed this 3d day of January, A. D. 1853.

JOHN B. COATS, *J. P.*

Filed and recorded January 4th, A. D. 1853.

WM. M. ROBINSON, *Recorder.*

David O. Coupland to Nicholas Kerner—deed.

By this deed it is witnessed that David O. Coupland, of the county of Cumberland, and State of Virginia, for the consideration of two hundred and ninety-seven dollars 50 c'ts, the receipt of which is hereby
153 acknowledged, doth grant, convey, and confirm to Nicholas Kerner, his heirs and assigns, the following described tract of land in the county of Union, and State of Ohio, it being part of one of Mrs. Elizabiths Rickman's surveys No. 4067, Virginia military land, beginning at a stake and two sugar-trees, corner to Rouse's land, in the west line of the survey; thence with said line north 78 east 248 poles to a beech, white oak, and hickory, the original northwest corner of survey 4067; thence south 12 east 51¾ poles to a beech and sugar-tree, northwest corner to Coleman's lot; thence with the line of said lot south 77.35 west 250 poles to his southwest corner; thence with Bloomershine's and Rouse's line, north 9 west 58¾ poles to the beginning, containing eighty-five acres, and all claim and title, in law or equity, of the said D. O. Coupland to the said premises; the said Nicholas Kerner to have and to hold the same to the use of himself, and his heirs and assigns, forever; and the said

grantor, for himself and his heirs and legal representatives, covenant with the said grantee, and his heirs and assigns, that he, the said grantor, is the owner of the said premises, and has lawful right to convey the same in manner aforesaid, and also that he, the said grantor, doth warrant, and, with his heirs and legal representatives, will forever de-
154 fend the said premises and their proper appurtenances, and every part thereof, to the said grantee, and his heirs and assigns, against all lawful claimants.

In testimony whereof the said D. O. Coupland hereunto sets his hand and seal on 13th day of March, in the year eighteen hundred and forty-six.

D. O. COUPLAND. [SEAL.]

Signed & sealed in presence of—
FORREST DOOLITTLE.
ELIAS TOPLIFF.

STATE OF OHIO, *Union County, ss:*

Before me, Philip Snider, a justice of the peace, and for said county, personally appeared David O. Coupland, and acknowledged the signing and sealing of the foregoing instrument to be his voluntary act and deed.

Taken and acknowledged this 13th day of March, 1846.

PHILIP SNIDER, *J. P.*

Filed and recorded June 8th, 1846.

JAMES TURNER, *Recorder.*

Wm. E. Lee—Christian Smith—deed.

Know all men by these presents that we, William E. Lee, his wife, of the county of Union, and State of Ohio, for and in consideration of the sum of six hundred and fifty dollars to us in hand paid by Christian Smith, of the county of Clark, and State of Ohio, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold,
155 aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, convey, and confirm, unto the said Christian Smith, his heirs and assigns, forever, the following premises, situate in the county of Union, and in the State of Ohio, and in the Virginia military survey No. 4073, and bounded and described as follows: Beginning at a beech and white elm, in the north line of said survey, and northeast corner of James Smith's land; thence S. 12° 33′ E., with the line of Judy and Barker road, 136 poles two beech and sugar at the crossing of said road with the Turner and Blue's road, being south corner of James Smith's land and northeast corner of H. Blue's land; thence N. 78° east, with the line of the Turner and Blue road, 120 poles to a stake in said road; thence north 12° 33′ W. 132 poles to a stake in the north line of said survey; thence, with the line of said survey, 120 poles to the beginning, containing one hundred acres, be the same more or less: To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said Christian Smith, his heirs and assigns, forever. And the said William E. Lee and Ann Mary Lee, for themselves and heirs, doth hereby covenant with the said Christian Smith, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that they are free and clear
156 from all incumbrances whatsoever; and that we will forever warrant and defend the same, with the appurtenances, unto the said Christian Smith, his heirs and assigns, against the lawful claims of all

persons whatever. And I, the said Ann Mary Lee, do hereby remise, release, and forever quitclaim unto the said Christian Smith, his heirs and assigns, all my right and title of dower in the above-described premises.

In testimony whereof, the said William E. Lee, Ann Mary Lee, have hereunto set their hands and seals this twenty-fifth day of January, in the year of our Lord one thousand and eight hundred and fifty.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Signed, sealed, and delivered in presence of—
ELIZABETH S. JEFFERS.
JAMES TURNER.

THE STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, personally appeared the above-named William E. Lee and Ann Mary Lee, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed and the said Ann Mary Lee, being at the same time examined by me, seperate and apart from her said husband, and the contents of the said instrument made known to her by me, she then declared that she did voluntaryly sign, seal, and acknowledge the same, and that she is still satisfied therewith.

157 Given under my hand officially this 25 day of January, A.D. 1850.

JAMES TURNER, *J. P.*

Filed and recorded January 8th, 1851.

Wm. E. Lee to J. Smith—deed.

Know all men by these presents that we, William E. Lee and Ann Mary Lee, his wife, of the county of Union, in the State of Ohio, in consideration of four hundred and fifty dollars paid by James Smith, of the county of Clark and State aforesaid, have and do hereby bargain, sell, and convey unto the said James Smith, and unto his heirs and assigns, forever, the following described premises situate in the said county of Union, Ohio: Beginning at a stake, small white ash, and sugar-tree in the center of the Turner and Blue road, southwest corner of Jones' land; thence north eighty-one degrees east one hundred and thirty-three poles with said road to a beech and sugar-tree in the center of the crossing of said road with the Judy & Baker road; thence north twelve degrees thirty-three minutes west one hundred and thirty-six poles to a beech and elm in the north line of the original survey, of which this is a part; thence with said line south eighty-one degree west one hundred and thirty-three poles to a stake and small sugar-tree in said line and

158 northeast corner to Jones' said lot of land; thence with his line south twelve degrees 33 minutes east one hundred and thirty-six poles to the beginning, containing one hundred & twelve acres of land, be the same more or less, and being part of survey No. 4073: To have and to hold said premises, with their appurtenances, unto said James Smith, his heirs and assigns, forever. And the said William E. Lee and Ann Mary, his wife, for themselves, their heirs, &c., do hereby covenant with said James Smith, his heirs and assigns, that they will forever warrant and defend said premises, with the appurtenances, against the claims of all persons whomsoever.

In witness whereof they, the said William E. Lee and Ann Mary, his

wife, have hereunto set their hands and seals this twenty-fifth day of January, in the year of our Lord one thousand eight hundred and fifty.

WILLIAM E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Executed in presence of—
ELIZABETH S. JEFFRIES.
JAMES TURNER.

STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, this day personally appeared the within-named William E. Lee and Ann Mary Lee, his wife, both of whom acknowledged the within signing and sealing to be their act and deed for the special pur-
159 poses expressed in the same; and the said Ann Mary Lee, wife of the said William E. Lee, being at the same time examined by me seperate and apart from and out of the hearing of the said husband, and the contents of the within deed having been made known to her, she declared that she, of her own free will and accord, without threat, coercion, or persuasion of her said husband or of anybody else, became a party to said deed.

Witness my hand and seal this 9th day of April, A. D. 1850.

JAMES TURNER, *J. P.* [SEAL.]

Filed and recorded December 21st, 1850.

JAMES TURNER, *Recorder.*

John J. Shultz to Philip Fisher—deed.

Know all men by these presents that we, John Jacob Shultz and Christian Schultz, wife of said John Jacob Schultz, of the county of Union and State of Ohio, in consideration of the sum of four hundred and fifty dollars in hand paid by Philip Fisher, of the State of Ohio and county of Union, have bargained and sold, and do hereby grant, bargain, sell, and convey unto the said Philip Fisher, his heirs and assigns, forever, the following premises situate in the county of Union, in the State of Ohio, and bounded and described as follows, to wit:

The northwest half (N. W. ½) lying alongside of one Bloomer-
160 shine, being forty acres, more or less, and being part of survey No. 4067, commencing one hundred and six rods from the south-east corner in said survey, at a maple and hickory; thence running west two hundred and sixty-five rods to hickory, red oak, and ash; thence south fifty-three rods to an ash, ironwood, and thorn; thence east two hundred and sixty-five rods to an ash and elm; thence north fifty-three rods to the place of beginning, containing eighty acres, be the same more or less, reference being had to a deed from Peter Arris and wife to George Hayer, dated October 1st, 1835, and recorded volume 7, pages 499 and 500: To have and to hold said premises, with the appurtenances, unto the said Philip Fisher, his heirs and assigns, forever. And the said John Jacob Schultz and wife, for themselves and heirs, do hereby covenant with the said Philip Fisher, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever, and they will forever warrant and defend the same, with all the appurtenances, unto the said Philip Fisher, his heirs and assigns, against the lawful claims of all persons whomsoever. And the said Christian Schultz, wife of said John

Jacob Schultz, doth hereby release and convey to said Philip
161 Fisher, his heirs and assigns, forever, her right of dower and dower estate in said premises.

In testimony whereof the said John Jacob Schultz and Christian Schultz have hereunto set their hands and seals this sixth day of May, in the year of our Lord one thousand eight hundred and eight.

J. JACOB SCHULTZ. [SEAL.]

CHRISTIAN her + mark. SCHULTZ. [SEAL.]

Signed, sealed, and acknowledge in presence of—
JAS. S. ALEXANDER.
JAMES M. WILKINSON.

THE STATE OF OHIO, *Union County, ss:*

Before me, James M. Wilkinson, a justice of the peace in and for said county, personally appeared the above-named John Jacob Schultz and Christiana Schultz, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed. And the said Christiana Schultz being at the same time examined by me seperate and apart from the said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith, this ninth day of May, A. D. 1848.

JAMES M. WILKINSON, *J. P.*

Filed and recorded May 11th, 1848.

JAMES TURNER, *Recorder.*

A. Pollock, B. F. Kelsey—deed.

This indenture, made this twenty-fifth day of February, in the
162 year of our Lord one thousand eight hundred and forty-one, by and between Alexander Pollock and Elizabeth, his wife, of the county of Union and State of Ohio, of the first part, and Benjamin F. Kelsey, of the county of Union and State of Ohio, of the other part, witnesseth that the said Alexander Pollock and wife, of the first part, for and in consideration of the just and full sum of one hundred and fifty dollars to them in hand paid, or secured to be paid, the receipt whereof is hereby acknowledged, have given, granted, and sold, released and conveyed, and do by these presents give, grant, bargain, sell, release, convey, and confirm, unto the said Benjamin F. Kelsey, of the second part, the following described tract or parcel of land situate, lying, and being in the county of Union, in the State of Ohio, being a part of survey No. 4069, of the Virginia military, so usually called: Beginning at a large white oak and sugar-tree, the southwest corner of survey No. 3351; thence S. 10 E. 40 poles to a stake; thence S. 79 W. 54 poles to a stake in the London road; thence with said road N. 11 E. 42 poles to a stake in the north line of said survey No. 4069; thence N. 79 E. 40 poles to the beginning, containing eleven and one-half acres, be the same more or less: To have and to hold the premises hereby conveyed, with all the privileges and appurtenances thereunto belonging or in any wise ap-
163 pertaining, unto the said Benjamin F. Kelsey, and unto his heirs and assigns, forever. And the said Alexander Pollock and Elizabeth, his wife, are lawfully seized of the premises aforesaid; that they have good right and lawful authority to sell and convey the same in

wife, have hereunto set their hands and seals this twenty-fifth day of January, in the year of our Lord one thousand eight hundred and fifty.

WILLIAM E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Executed in presence of—
ELIZABETH S. JEFFRIES.
JAMES TURNER.

STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, this day personally appeared the within-named William E. Lee and Ann Mary Lee, his wife, both of whom acknowledged the within signing and sealing to be their act and deed for the special pur-
159 poses expressed in the same; and the said Ann Mary Lee, wife of the said William E. Lee, being at the same time examined by me seperate and apart from and out of the hearing of the said husband, and the contents of the within deed having been made known to her, she declared that she, of her own free will and accord, without threat, coercion, or persuasion of her said husband or of anybody else, became a party to said deed.

Witness my hand and seal this 9th day of April, A. D. 1850.

JAMES TURNER, *J. P.* [SEAL.]

Filed and recorded December 21st, 1850.

JAMES TURNER, *Recorder.*

John J. Shultz to Philip Fisher—deed.

Know all men by these presents that we, John Jacob Shultz and Christian Schultz, wife of said John Jacob Schultz, of the county of Union and State of Ohio, in consideration of the sum of four hundred and fifty dollars in hand paid by Philip Fisher, of the State of Ohio and county of Union, have bargained and sold, and do hereby grant, bargain, sell, and convey unto the said Philip Fisher, his heirs and assigns, forever, the following premises situate in the county of Union, in the State of Ohio, and bounded and described as follows, to wit:

The northwest half (N. W. $\frac{1}{2}$) lying alongside of one Bloomer-
160 shine, being forty acres, more or less, and being part of survey No. 4067, commencing one hundred and six rods from the southeast corner in said survey, at a maple and hickory; thence running west two hundred and sixty-five rods to hickory, red oak, and ash; thence south fifty-three rods to an ash, ironwood, and thorn; thence east two hundred and sixty-five rods to an ash and elm; thence north fifty-three rods to the place of beginning, containing eighty acres, be the same more or less, reference being had to a deed from Peter Arris and wife to George Hayer, dated October 1st, 1835, and recorded volume 7, pages 499 and 500: To have and to hold said premises, with the appurtenances, unto the said Philip Fisher, his heirs and assigns, forever. And the said John Jacob Schultz and wife, for themselves and heirs, do hereby covenant with the said Philip Fisher, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever, and they will forever warrant and defend the same, with all the appurtenances, unto the said Philip Fisher, his heirs and assigns, against the lawful claims of all persons whomsoever. And the said Christian Schultz, wife of said John

Jacob Schultz, doth hereby release and convey to said Philip
161 Fisher, his heirs and assigns, forever, her right of dower and dower estate in said premises.

In testimony whereof the said John Jacob Schultz and Christian Schultz have hereunto set their hands and seals this sixth day of May, in the year of our Lord one thousand eight hundred and eight.

J. JACOB SCHULTZ. [SEAL.]

CHRISTIAN her + mark. SCHULTZ. [SEAL.]

Signed, sealed, and acknowledge in presence of—
JAS. S. ALEXANDER.
JAMES M. WILKINSON.

THE STATE OF OHIO, *Union County, ss:*

Before me, James M. Wilkinson, a justice of the peace in and for said county, personally appeared the above-named John Jacob Schultz and Christiana Schultz, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed. And the said Christiana Schultz being at the same time examined by me seperate and apart from the said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith, this ninth day of May, A. D. 1848.

JAMES M. WILKINSON, *J. P.*

Filed and recorded May 11th, 1848.

JAMES TURNER, *Recorder.*

A. Pollock, B. F. Kelsey—deed.

This indenture, made this twenty-fifth day of February, in the
162 year of our Lord one thousand eight hundred and forty-one, by and between Alexander Pollock and Elizabeth, his wife, of the county of Union and State of Ohio, of the first part, and Benjamin F. Kelsey, of the county of Union and State of Ohio, of the other part, witnesseth that the said Alexander Pollock and wife, of the first part, for and in consideration of the just and full sum of one hundred and fifty dollars to them in hand paid, or secured to be paid, the receipt whereof is hereby acknowledged, have given, granted, and sold, released and conveyed, and do by these presents give, grant, bargain, sell, release, convey, and confirm, unto the said Benjamin F. Kelsey, of the second part, the following described tract or parcel of land situate, lying, and being in the county of Union, in the State of Ohio, being a part of survey No. 4069, of the Virginia military, so usually called: Beginning at a large white oak and sugar-tree, the southwest corner of survey No. 3351; thence S. 10 E. 40 poles to a stake; thence S. 79 W. 54 poles to a stake in the London road; thence with said road N. 11 E. 42 poles to a stake in the north line of said survey No. 4069; thence N. 79 E. 40 poles to the beginning, containing eleven and one-half acres, be the same more or less: To have and to hold the premises hereby conveyed, with all the privi-
163 leges and appurtenances thereunto belonging or in any wise appertaining, unto the said Benjamin F. Kelsey, and unto his heirs and assigns, forever. And the said Alexander Pollock and Elizabeth, his wife, are lawfully seized of the premises aforesaid; that they have good right and lawful authority to sell and convey the same in

manner aforesaid, and that the same are free and clear from all and all manner of incumberances whatsoever; and further, that they, said Alexander Pollock and Elizabeth, for themselves, their heirs, executors, administrators, and assigns, will well and truly warrant and defend the premises hereby granted unto said Benjamin F. Kelsey, his heirs and assigns, forever, against the lawful claims and demands of all and every person whomsoever.

In testimony whereof the said Alexander Pollock and Elizabeth, his wife, party to the first part, have hereunto set their hands and seals the day and year above written.

ALEXANDER POLLOCK. [SEAL.]
ELIZABETH POLLOCK. [SEAL.]

In presence of us:
WM. H. FRANK.
MARY S. POLLOCK.

THE STATE OF OHIO, *Union County, ss:*

Personally came Alexander Pollock and Elizabeth Pollock, his wife, signers and sealers of the above instrument, and acknowledged the same to be their free act and deed; the Elizabeth Pollock, wife of said Alexander Pollock, being by me first examined seperate and apart from her husband, and the contents of the above deed made known
164 to her, did declare that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Witness my hand this 25th day of February, A. D. 1841.

WM. H. FRANK, [SEAL]
Justice of the Peace in and for said County.

Filed and recorded March 2d, 1841.

P. B. SMITH, *Rec.*

William Taylor, B. F. Kelsey—deed.

Know all men by these presents that we, William Taylor and Catharine Taylor, wife of said William Taylor, of the county of Union, and State of Ohio, in consideration of the sum of one hundred and nine dollars, in hand paid by Benjamin F. Kelsey, of said county and State, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said Benjamin F. Kelsey, his heirs and assigns, forever, the following premises, situated in the county of Union, and State of Ohio, and bounded and described as follows, to wit: All that piece or parcel of land being part of survey No. 4069, beginning at a state in the London road; thence S. 79 west ninety-five poles to an oak and ironwood; thence 28 west six poles to a stake; thence south 83° 45′ east ninety and one-half poles to a stake in the London road; thence with said road
165 north 11° east thirty-three poles to the beginning, containing ten acres and three-quarters of an acre, be the same more or less, being part of a tract of land conveyed to said Wm. Taylor by Silas G. Strong and Maria B. Strong, his wife, by deed bearing date day of , A. D. , and recorded in book No. , in the recorder's office of Union County, and State of Ohio: To have and to hold said premises, with the appurtenances, unto the said Benjamin F. Kelsey, his heirs and assigns, forever. And the said William Taylor and Catharine, his wife, for themselves and heirs, do hereby covenant with said Benjamin F. Kelsey, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free from all incumberances whatsoever;

and that they will forever warrant and defend the same, with the appurtenances, unto the said Benjamin F. Kelsey, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said William Taylor and Catharine Taylor have hereunto set their hands and seals this 4 day of May, in the year of our Lord one thousand eight hundred and forty-two.

WM. TAYLOR. [SEAL.]
CATHARINE TAYLOR. [SEAL.]

Executed in presence of—
SILAS G. STRONG.
MARTHA E. STRONG.

STATE OF OHIO, *Union County, ss:*

Before me, Silas G. Strong, associate judge in and for the
166 county aforesaid, came William Taylor and Catharine Taylor, his wife, and acknowledged the signing and sealing the foregoing deed of conveyance for the purposes therein expressed; and the said Catharine, being examined by me seperate and apart from her said husband, and the contents of said deed made known to her, acknowledged the same to have been voluntarily signed and sealed by her without any coercion from her said husband; and that she is still satisfied therewith.

Given under my hand this 4th day of May, A. D. 1842.

SILAS G. STRONG, [SEAL.]
Associate Judge U. County, O.

Filed and recorded December 21st, 1842.

JAMES TURNER, *Recorder.*

Wiliam Taylor to B. F. Kelsey—deed.

Know all men that I, William Taylor, of the county of Oswego, and State of New York, in consideration of the sum of one thousand dollars, in hand paid by B. F. Kelsey, of the State of Ohio, and county of Union, have bargained and sold, and hereby grant, bargain, sell, and convey, unto the said B. F. Kelsey, his heirs and assigns, forever, the following premises situate in the county of Union, in the State of Ohio, and township of Paris, and bounded and described as follows:

167 Being a part of survey No. 4069, beginning at a white oak and ironwood, in the north line of said survey No. 4069; thence south 38° W. 220 poles along John S. Fulton's line to a dogwood and ironwood, corner to said Fulton's lot; thence S. 79° W. 36 poles to a sugar and bur oak, corner to lot sold by D. O. Coupland to Eben'r Mathers; thence south 10° E. 114 poles to a dogwood and ironwood; thence N. 79° E. 147 poles to a state in the London road; thence with said road N. 17 E. 74 poles to a stake; thence with said road N. 11 E. 220 poles to a stake in said, and in the original north line of said survey; thence S. 79° W. 96 poles to the beginning, containing two hundred and fifty-three acres, except one hundred and ten acres heretofore deeded by said William Taylor to William H. Beard, by deed bearing date the 8th day of April, 1841, which deed from Taylor to Beard called for survey No. 4067, and should by No. 4069, off the south end of said 253 acres; also one other piece excepted, which was heretofore deeded by said William Taylor to the said Benjamin F. Kelsey off the north end of said 253 acres, containing ten and three-fourths acres, the part now conveyed, containing one hundred thirty-two and one-fourth acres, more or less: To have and to hold said premises, with the appurtenances, unto the said Benjamin F.

Kelsey, his heirs and assigns, forever. And the said William Taylor, for himself and heirs, doth hereby covenant with the said B. F. Kelsey, his heirs and assigns, that he is lawfully seized of the premises
168 aforesaid; and that the premises are free and clear from all incumberances whatsoever; and he will forever warrant and defend the same, with the appurtenances, unto the said Benjamin F. Kelsey, and his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said William Taylor has hereunto set his hand and seal this thirty-first day of July, in the year of our Lord one thousand eight hundred and forty-five.

WM. TAYLOR. [SEAL.]

Signed, sealed, and acknowledged in presence of us:
JAMES TURNER.
JAMES M. WILKINSON.

THE STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, personally appeared the above-named William Taylor, and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed this thirty-first day of July, A. D. 1845.

JAMES M. WILKINSON, *J. P.* [SEAL.]

Filed and recorded August 1st, 1845.

JAMES TURNER, *Recorder.*

William Taylor to B. F. Kelsey—deed.

Know all men that I, William Taylor, of the county of Oswego, and State of New York, in consideration of the sum of one thousand dollars, in hand paid by B. F. Kelsey, of the State of Ohio, and county of Union, have bargained and sold, and do hereby grant, bargain,
169 sell, and convey, unto the said B. F. Kelsey, his heirs and assigns, forever, the following premises, situate in the county of Union in the State of Ohio, and township of Paris, and bounded and described as follows, being part of survey No. 4067: Beginning at a white oak and ironwood, in the north line of said survey No. 4069; thence S. 38° W. 220 poles along John S. Fulton's line to a dogwood and ironwood, corner to said Fulton's lot; thence south 79° W. 36 poles to a sugar and bur oak, corner to a lot sold by D. O. Coupland to Eben'r Mathers; thence S. 10° E. 114 poles to a dogwood and ironwood; thence N. 79° E. 147 poles to a stake in the London road; thence with said road N. 17 E. 74 poles to a stake; thence with said road N. 11° E. 220 poles to a state in raid road, and in the original north line of said survey; thence S. 79° W. 96 poles to the beginning, containing two hundred and fifty three acres, heretofore deed by said William Taylor to William M. Beard, bearing date the 8th day of April, 1841, which deed from J. Taylor to Beard calls for survey No. 4067, and should be No. 4069 off the south end of said 253 acres; also one other peice excepted, which was heretofore deeded by said William Taylor to the said Benjamin F. Kelsey, off the north end of said 253 acres, containing ten and three-fourth acres, the part now conveyed containing one hundred and thirty-two and one-fourth acres, more or less: To have and to hold the said premises, with the appurtenaces, unto the said Benjamin F. Kelsey,
170 his heirs and assigns, forever. And the said William Taylor, for

himself and heirs, doth hereby covenant with the said Benjamin F. Kelsey, his heirs and assigns, that he is lawfully seized of the premises aforesaid, and that the premises are free [free] and clear from all incumberances whatsoever, and he will forever warrant and defend the same, with the appurtenances, unto the said Benjamin F. Kelsey, and his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said William Taylor has hereunto set his hand and seal this thirty-first day of July, in the year of our Lord one thousand eight hundred and forty-five.

WM. TAYLOR. [SEAL.]

Signed, sealed, and acknowledged in presence of us:
JAMES TURNER.
JAMES M. WILKINSON.

THE STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, personally appeared the above-named William Taylor, and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed, this thirty-first day of July, A. D. 1845.

JAMES M. WILKINSON, *J. P.* [SEAL.]

Filed and recorded August 1st, 1845.

JAMES TURNER, *Recorder.*

171 This indenture, made this 26th day of June, 1850, by and between Nathaniel Massie and Ebeazer P. Kendrick, of the county of Ross, and State of Ohio, of the one part, and Joshua Judy, of the county of Union, of the State of Ohio, of the other part, witnesseth that the said Massie and Kendrick, for and in consideration of the sum of two hundred and twenty-eight dollars in hand paid by the said Judy, the receipt whereof is hereby acknowledged, do hereby bargain, sell, and convey, remise, release, and quitclaim to him, the said Judy, his heirs and assigns, forever, all that tract or parcel of land situate and lying in the county of Union and State of Ohio, described as follows, to wit: Beginning at a large elm, hickory, and sugar-tree northwest corner to Benjamin Biggs' survey No. 4074, and southwest corner to another of said Biggs' survey No. 4075; running thence S. 80 W. 400 poles to two hickories, an elm, and sugar-tree; thence N. 10 W. 267 poles, crossing a branch at 160 poles, another large branch at 320, at 360, and at 380 poles to a lynn and beech, northwest corner to Biggs' survey N. 4075; thence with Biggs' line S. 10 E. 267 poles, crossing a large branch to the beginning, containing eight hundred and forty-five acres, be the same more or less, being the whole of survey No. 4078; original quantity 666⅔ acres, entered and surveyed in the name of Elizabeth Rickman,
and the same which was conveyed by John Johnson, auditor of
172 Union County aforesaid, on the 10th day of June, 1848, as reference to the records of Union County aforesaid, in book 11, pages 430 & 431, will more fully appear.

In testimony whereof the said Massie and Kendrick have hereunto set their hands and seals the day and year first before written.

MATH. MASSIE. [SEAL.]
EBAZER P. KENDRICK. [SEAL.]

Signed, sealed, & delivered in presence of—
JAMES S. MCLAIN.
WM. E. LEE.

STATE OF OHIO, *Ross County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, personally appeared Nathaniel Massie and Ebazer P. Kendrick, and acknowledged the signing and sealing of the foregoing conveyance to be their voluntary act and deed, this 27th day of June, A. D. 1850.

JAMES S. McLAIN, [SEAL.]
Justice of the Peace.

Filed and recorded June 29th, 1860.

JAMES TURNER, *Recorder.*

Know all men by these presents that Wm. E. Lee and Ann Mary, his wife, of the county of Union and State of Ohio, for and in consideration of the sum of two hundred and sixty-six dollars, in hand paid by Andrew Barker, of the county and State aforesaid, the receipt whereof we do hereby acknowledged, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do give, grant, bar-
173 gain, sell, alien, convey, and confirm, unto the said Andrew Barker, his heirs and assigns, forever, the following premises situated in the county of Union and State of Ohio, and Virginia military district, bounded and described as follows, to wit: Being part of survey No. 4073, (forty seventy-three,) beginning at a large elm and hickory, southeast corner to said survey; thence with the line of said survey south 81° W. 220 poles to a sugar and white oak in said line, and in the centre of the Judy and Barker road; thence with said road north 8° W. 40 poles to 2 ashes and a lynn, being the southwest corner R. Sharp's land; thence with his land north 81° E. 220 poles to two (2) ashes and hickory in the east line of said sur.; thence with said line south 12° 33′ E. 40 poles to the beginning, containing fifty acres, be the same more or less: To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said Andrew Barker, his heirs and assigns, forever. And the said Wm E. Lee and Ann Mary Lee, for themselves and heirs, doth hereby covenant with the said Andrew Barker, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that they are free & clear from all incumberances whatever; and that they will forever warrant and defend the same, with all the appurtenances, unto the said Andrew Barker,
174 his heirs and assigns, against the lawful claims of all persons whomsoever. And I, the said Ann Mary, do hereby remise, release, and forever quitclaim all my right and title of dower in the above-described premises.

In testimony whereof the said Wm. E. Lee and Ann Mary Lee have hereunto [to] set their hands and seals this sixth day of July, A. D. 1850.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Signed, sealed, and delivered in presence of—
ELIZABETH JEFFERS.
JAMES TURNER.

THE STATE OF OHIO, *Union County, ss:*

Before me, James Turner, a justice of the peace and for said county, personally appeared Wm. E. Lee and Ann Mary Lee, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Ann Mary, being at the same time examined by me seperate and apart from her said husband, and the con-

tents of the said instrument made known to her by me, she then declared the she did voluntarily signed and acknowledged the same, and that she is still satisfied therewith.

Given under my hand officially this sixth day of July, A. D. 1850.

JAMES TURNER, *J. P.*

Filed and recorded September 20th, 1850.

JAMES TURNER, *Recorder.*

175 Know all men by these presents that Wm. E. Lee and Ann Mary, his wife, of the county [of the county] of Union and State of Ohio, for and in consideration of the sum of two hundred and forty-four dollars, in hand paid by Hamilton Blue, of the county and State aforesaid, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, and convey, and confirm, unto the said Hamilton Blue, his heirs and assigns, forever, the following premises, situated in the county of Union, and State of Ohio, and in the Virginia military district, bounded and described as follows, to wit, being part of survey No. (4073) forty seventy-three: Beginning at a beech and sugar at the Turner and Blue road, by the Judy and Barker road; thence south eighty-one degrees west one hundred and twenty-two poles, running with said Turner & Blue road to two beeches and sugar in said road; thence S. 12° 33′ east eighty poles, to a stake; thence north eighty-one E. one hundred and twenty-two poles, to a stake centre of Judy & Barker road; thence with the line of said road eighty poles to the beginning, containing sixty-one acres, be the same more or less: To have and to hold the said premises, with all the appurtenances and privileges be-
176 longing, unto the said Hamilton Blue, his heirs and assigns, forever. And the said Wm. E. Lee and Ann Mary, for themselves and heirs, do hereby covenant with the said Hamilton Blue, his heirs and assigns, that they are lawfully seized of the premises aforesaid, and that they are free and clear from all incumberances whatsoever, and that they will forever warrant and defend the same, with all the appurtenances, unto the said Hamilton Blue, his heirs and assigns, against the lawful claims of all persons whomsoever. And the said Ann Mary Lee do hereby remise and forever quitclaim unto the said Hamilton Blue, his heirs and assigns, all my right and title of dower in the above-described premises.

In testimony whereof the said Wm. E. Lee and Ann Mary Lee have hereunto set their hands and seals this sixth day of July, A. D. 1850.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Signed, sealed, and delivered in presence of—
ELIZABETH L. JEFFERS.
JAMES TURNER.

THE STATE OF OHIO, *Union County, ss:*

Before me, James Turner, a justice of the peace in and for said county, personally appeared the above-named Wm. E. Lee and [and] Ann Mary Lee, and acknowledged the signing and sealing of the above conveyance
177 to be their voluntary act and deed; and the said Ann Mary Lee, being at the same time examined by me seperate and apart from her said husband, and the contents of said instrument made known to

her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially this sixth day of July, A. D. 1850.

JAMES TURNER, *J. P.*

Filed and recorded Sept. 11th.

By A. T. TURNER,
For JAMES TURNER, *Recorder.*

Know all men by these presents that Wm. E. Lee and Ann Mary, his wife, of the county of Union, and State of Ohio, for and in consideration of the sum of three hundred and sixteen dollars to us in hand paid by Geo. H. Turner, of the county of Union, and State of Ohio, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, convey, and confirm, unto the said Geo. H. Turner, his heirs and assigns, forever, the following premises, situate in the county of Union, and in the State of Ohio, and in Virginia military district, and bounded and described as follows, being part of survey No. 4073: Beginning at two beeches and a sugar in the centre of the Turner & Blue road, being the northwest corner of H. Blue's
178 land; thence, with the line of said road S. 81° W. 122 poles to two small lynns, from the same root, in the west line of said survey being the southwest corner of Jones' land; thence with the line of said survey S. 12° 31′ E. 106 poles to 2 small hickories and an ironwood in said line; thence north 81° E. 122 poles to a stake and large hickory in the west line of Josiah Blue's land; thence with Blue's line north 12° 33′ W. 106½ poles, to the beginning, containing 81 acres, be the same more or less: To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said Geo. H. Turner, his heirs and assigns, forever. And Wm. E. Lee and Ann Mary, for themselves and heirs, doth hereby covenant with the said Geo. H. Turner, his heirs and assigns, that are lawfully seized of the premises aforesaid; that they are free and clear from all incumberances whatever; and that they will forever warrant and defend the same, with the appurtenances, unto the said Geo. H. Turner, his heirs and assigns, against the lawful claims of all persons whatever. And I, the said Ann Mary Lee, do hereby revise, release, and forever quitclaim unto the said Geo. H. Turner, his heirs and assigns, all my right and title of dower in the above-described premises.

In testimony whereof the said Wm. E. Lee and Ann Mary Lee
179 hereunto set their hands and seals this 13th day of August, in the year of our Lord one thousand eight hundred and fifty.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Signed, sealed, and delivered in presence of—
H. LEE.
JAMES TURNER.

THE STATE OF OHIO, *Union County, ss:*

Before me, James Turner, a justice of the peace in and for said county, personally appeared the above-named Wm. E. Lee and Ann Mary Lee, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Ann Mary, being at the same time examined by me, seperate and apart from her

said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially this 13th day of August, A. D. 1850.

JAMES TURNER, *J. P,*

Filed and recorded November 5th, 1860.

JAMES TURNER, *Recorder.*
By A. T. TURNER.

Know all men by these presents that Wm. E. Lee and Ann Mary, his wife, of county of Union, and State of Ohio, for and in consideration of the sum of two hundred and forty-four dollars in hand paid
180 Josiah Blue, of the county and State aforesaid, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, convey, confirm, and forever quitclaim, unto the said Josiah Blue, his heirs and assigns, forever, the following premises, situated in the county of Union and State of Ohio, and in the Virginia military district, bounded and described as follows, to wit, being part of survey No. 4073, (forty seventy-three:) Beginning at a sugar and white oak in the south line of said survey, in the centre of Judy & Barker road; thence north 8 degrees W., with the line of said road, eighty poles to a stake in said road, being the southeast corner of H. Blue's line; thence, with the south line of H. Blue's land, south eighty-one west one hundred and thirty-two poles to a stake, being his southwest corner; thence south 12° 33′ east eighty poles to a sugar in the south line of said survey; thence north eighty-one east, with the line of said survey, one hundred and twenty-two poles to the beginning, containing sixty-one acres, be the same more or less. To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said Josiah Blue, his heirs and assigns, forever. And the said Wm. E. Lee & Ann Mary, for themselves and heirs, doth
181 hereby covenant with the said Josiah Blue, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that they are free & clear of all incumberances whatsoever; and that they will forever warrant and defend the same, with all the appurtenances, unto the said Josiah Blue, his heirs and assigns, against the lawful claims of all persons whatsoever. And I, the said Ann Mary Lee, do hereby remise, release, and forever quitclaim unto the said Josiah Blue, his heirs and assigns, forever, all my right and title of dower in the above-described premises.

In testimony whereof the said Wm. E. Lee and Ann Mary, his wife, have hereunto set their hands and seal this sixth day of July, A. D. 1850.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Signed, sealed, & delivered in presence of—
ELIZABETH JEFFERS.
JAMES TURNER.

STATE OF OHIO, *Union County, ss:*

Before me, James Turner, a justice of the peace in and for said county, personally appeared Wm. E. Lee and Ann Mary, his wife, and acknowledged the signing and sealing of the above conveyance to be

their voluntary act and deed; and the said Ann Mary being at the same time examined by me seperate and apart from her said husband, and the contents of said instrument being made known to her by me, she then declared that she did voluntary sign, seal, and acknowl-
182 edge the same, and that she is still satisfied therewith.

Given under my hand officially this sixth day of July, A. D. 1850.

JAMES TURNER, *J. P.*

Filed and recorded Sept. 12th, 1850.

JAMES TURNER, *Recorder.*

Know all men by these presents that we, Wm. E. Lee and Ann Mary, wife of said Wm. E. Lee, of the county of Union and State of Ohio, in consideration of the sum of three hundred and seventy-five dollars in hand paid by Jacob C. Jones, of the county of Licking and State of Ohio, have bargained and sold, and do hereby grant, bargain, and sell, and convey, unto the said Jacob C. Jones, his heirs and assigns, forever, the following premises in the county of Union, in the State of Ohio, and in the Virginia military district, and bounded and described as follows: Beginning at a sugar tree and beech, being the northwest corner of said survey; thence S. 10° E. (137) one hundred and thirty-seven poles to two lynns in said line of survey; thence N. 80° E. (117) one hundred and seventeen poles to a stake; thence N. 10 W. (137) one hundred and thirty-seven poles to a stake in the north line of said survey; thence S. 80° W. (117) one hundred and seventeen poles to the
183 beginning, containing one hundred acres: To have and to hold said premises, with the appurtenances, unto the said Jacob C. Jones, his heirs and assigns, forever. And the said Wm. E. Lee and Ann Mary Lee, for themselves and heirs, doth hereby covenant with said Jacob C. Jones, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever; and that they will forever warrant and defend the same, with the appurtenances, unto the said Jacob C. Jones, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Wm. E. Lee and Ann Mary Lee have hereunto set their hands and seals this 18th day of September, A. D. 1849.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Executed in presence of—
M. H. WADHAMS.
DAVID DANFORTH.

STATE OF OHIO, *Union County, ss:*

Before me, M. H. Wadhams, a justice of the peace in and for said county, personally appeared the within-named Wm. E. Lee and Ann Mary, his wife, and acknowledged the signing and sealing of the within conveyance to be their voluntary act and deed; and the said Ann Mary, being at the same time examined by me seperate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith,
184 this 18th day of September, 1849.

M. H. WADHAMS, *J. P.*

Filed and recorded September 10th, 1850.

JAMES TURNER, *Recorder.*

Know all men by these presents that William E. Lee and Ann Mary, his wife, of the county of Union and State of Ohio, for and in consideration of the sum of five hundred dollars, to them in hand paid by William Smith, of the county of Clark, and State of Ohio, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, convey, and confirm, unto the said William Smith, his heirs and assigns, forever, the following premises, situate in the county of Union, and in the State of Ohio, and in the Virginia military district, and bounded and described as follows, to wit, being part of survey 4073: Beginning at a lynn and beech, being the northeast corner of said survey, and northwest corner of said survey and northwest corner of Daniel Reed's land; thence south (12° 33 m.) twelve degrees and thirty-three minutes east, with the line of said survey, 128 poles to a stake in the center of Turner and Blue road, being
185 southwest of Daniel Reed's land; thence south 78 east, with the line of said road, 95 poles to a stake in said road, being southeast corner of Christian Smith's land; thence north, with the line of said Christian Smith's land, (12° 33 m.) twelve degrees and thirty-three minutes west 130 poles to a stake in the north line of said survey, being northeast corner of said Christ. Smith's land; thence, with line of said survey, 95 poles to the beginning, containing 77 acres, be the same more or less: To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said William Smith, and his heirs and assigns, forever. And the said William E. Lee and Ann Mary, his wife, for themselves and heirs, doth hereby covenant with the said William Smith, his heirs and assigns, forever, that they are lawfully seized of the premises aforesaid; that they are free and clear from all incumberances whatever; and that they will warrant and defend the same, with the appurtenances, unto the said William Smith, his heirs and assigns, against the lawful claims of all persons whatever. And I, Ann Mary Lee, do hereby remise, release, and forever quitclaim unto the said Wm. Smith, his heirs and assigns, all my right and title of dower in the foregoing premises.

In testimony whereof we, the said William E. Lee and Ann
186 Mary Lee, his wife, have hereunto set their hands and seals this nineteenth day of February, in the year of our Lord one thousand eight hundred and fifty.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Signed, sealed, and delivered in presence of—
JAMES TURNER.
CHRISTIAN SMITH.

THE STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for the said county, personally appeared the above-named William E. Lee, and Ann Mary Lee, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Ann Mary Lee being at the same time examined by me seperate and apart from her said husband, and the contents of the said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand and seal this 20th day of February, A. D. 1850.

JAMES TURNER, *J. P.*

Filed and recorded July 11, 1850.

JAMES TURNER, *Recorder.*

Know all men by these presents that Wm. E. Lee and Ann Mary, his wife, of the county of Union, and State of Ohio, in consideration of the sum of six hundred and fifty-six dollars to us in hand paid
187 by Robert Sharp, of the county of Ross, and State of Ohio, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, convey, and confirm, unto the said Robert Sharp, heirs and assigns, forever, the following premises, situate in the county of Union, and in the State of Ohio, and in Virginia M. district, and bounded and described as follows, to wit, part of survey No. 4073: Beginning at a beech and sugar-tree, in the county road at the southeast of a lot of land conveyed to Jas. Smith, and southwest corner of Christian Smith's lot; thence south 12° 33 E. 120 poles to 2 ashes and lynn; thence north 81 E. 215 poles to the east line of said survey to a stake; thence north 12° 33 W. 125 poles to a stake in said road; thence S. 78 W. with said road 215 poles to the beginning, containing one hundred and sixty-four acres, more or less: To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said Robert Sharp, heirs and assigns, forever. And the said Wm. E. Lee, for himself and heirs, doth hereby covenant with the said Robert Sharp, heirs and assigns, that he is lawfully seized of the premises aforesaid; that they are free and clear from all incumberances whatever; and that he will forever warrant and defend the same,
188 with the appurtenances, unto the said Robert Sharp, his heirs and assigns, against the lawful claims of all persons whatsoever. And the said Ann Mary Lee do hereby remise, release, and forever quitclaim unto the said Robert Sharp, his heirs and assigns, all my right and title of dower in the above-described premises.

In testimony whereof the said Wm. E. Lee and Ann Mary Lee hereunto set their hands and seals this first day of February, in the year of our Lord one thousand eight hundred and fifty.

WM. E. LEE. [SEAL.]
ANN MARY LEE. [SEAL.]

Signed, sealed, and delivered in presence of—
LOUISA E. BROWN.
JAMES TURNER.

THE STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, personally appeared the above-named Wm. E. Lee and Ann M. Lee, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Ann M. Lee being at the same time examined by me seperate and apart from her said husband, and the contents of the said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially this 1st day of February, A. D. 1850.

JAMES TURNER, *J. P.*

189 Filed and recorded August 22th, 1850.

JAMES TURNER, *Recorder.*

This indenture, made this 27th day of June, in the year one thousand eight hundred and thirty-three, between Walter T. Cocke and Susan, his wife, of the county of Prince George, and State of Virginia, of the one part, and John B. Baird, of the city of Cincinnati, witnesseth that the said Walter T. Cocke and Susan, his wife, in consideration of the said John B. Baird and his wife, Maria, having executed their deed to him, the said Walter T. Cocke, bearing date the 27th day of June, one thousand eight hundred and thirty-three, for a tract of land lying in the county of Prince George, State of Virginia, the boundaries and quantity whereof are considered to be conformable to the description of the same as contained in the said John B. Baird's deed to the said W. T. Cocke therefor, and the sum of five hundred dollars, to be paid in good and lawful money of Virginia, in three equal annual payments, as will more fully appear by bonds executed to the said Cocke by said Baird; and also for the further consideration that the said John B. Baird shall pay and release the said W. T. Cocke from all arrearages of taxes, fines, penalties, and forfeitures that may be due at this time on the said land now to be conveyed to the said Baird, hath granted, bargained,
190 and sold, aliened, released, made over, and delivered, and by these presents doth grant, bargain, and sell, release, make over, and deliver, unto the said John B. Baird, and his heirs and assigns, forever, one certain tract, piece, or parcel of land, lying and being in the county of Union, and State of Ohio, containing, by original survey, seven hundred and forty acres, be the same more or less, and is part of a military land warrant No. 2245, entry No. 4069, surveyed for Elizabeth Rickman, widow of Doc'r William Rickman, dec'd, on the waters of Mill Creek. This land was deeded some time in the year 1809, by the representatives of Elizabeth Rickman, dec'd, with several other tracts, to David Coupland, on condition that he would convey to John Minge and Benjamin Harrison 740 acres each, to be taken out of cersain tracts, viz., Minge, No. 4072; Benjamin Harrison, No. 4069; the said Coupland did accordingly, and the said Benjamin Harrison deeded his portion to Susan V. Coupland, now Susan V. Cocke's; said deed is of record in the State of Ohio, and the original in the hands of Cadwallader Wallace, of Chilicothe, the State of Ohio aforesaid; the said land is part of a survey of 1,000 acres, bounded as follows: Beginning at a large white oak and three sugar-trees, corner to Edward Douse's survey No. 2256, 2351, and 3354; running thence with the of the last-
191 mentioned survey S. 80 W. 400 poles to a sugar-tree, hickory, and ironwood, southeast corner to said survey; thence S. 10 E. 400 poles to two small ironwoods and a sugar tree, northwest corner of Rickman's survey No. 4068; thence, with the line thereof, N. 80 E. 400 poles to a hickory and ash and red oak, southwest corner of Edward Douse's survey No. 2256 aforesaid; thence with his line No. 10° W. 400 poles to the beginning: To have and to hold the said tract or parcel of land of seven hundred and forty acres, be the same more or less, to him, the said John B. Baird, to the only proper use and behoof of him, the said John B. Baird and his heirs, forever. And the said Walter T. Cocke and Susan V. Cocke, his wife, and their heirs, executors, and administrators, do covenant, promise, grant, & argee to and with the said John B. Baird, his heirs, or assigns, or proper representatives, that he, the said W. T. Cocke and Susan, his wife, their heirs, executors, and administrators, the said tract or parcel of land, and all and singular its appurtenances, including all the buildings which may now be on the land, unto the said John B. Baird, his heirs and assigns, or the proper representatives, against themselves, and against their heirs, all [all] other

persons whomsoever, shall and will warrant and forever defend by these presents.

In witness whereof the said Walter T. Cocke and Susan V., his wife, have hereunto set their hands and seals the day and year first
192 above written.

W. T. COCKE, [SEAL.]
SUSAN V. COCKE. [SEAL.]

COUNTY OF PRINCE GEORGE, *and State of Virginia, to wit:*

We, James S. Gee and Edward H. Niblett, legally qualified and now acting as magistrates in the county and State aforesaid, do hereby certify that Susan V. Cocke, wife of Walter T. Cocke, party to the annexed conveyance of the same to John B. Baird, personally appeared before us in our said county on the 27th day of June, 1833; and being examined by us privately and apart from her husband, and having the said deed fully explained to her, she, the said Susan V. Cocke, acknowledged that she had willing signed the same, and that she wished not to retract it, and that she wished us to certify the same to the county court of Union County, Ohio, for record.

Given under our hands and seals this 27th day of June, one thousand eight hundred and thirty-three.

JAMES S. GEE. [SEAL.]
EDWARD H. NIBLETT. [SEAL.]

STATE OF VIRGINIA, *County of Prince George, to wit:*

I, Robert Gillam, sr., deputy for Nath'l B. Sturdevant, clerk of the county aforesaid, in the State aforesaid, do hereby certify that
193 James S. Gee and Edward H. Niblett are, and were at the time the above certificate appears to have been signed, acting justices of the peace in and for the county of Prince George, in the State of Virginia, and that full faith and credit is justly due to all their official acts as such, in this or any other court of record in the United States.

In testimony whereof I have hereunto set my hand and affixed the seal of the county court aforesaid, this 29th day of June, 1833, and in the 57th year of American independence.

[SEAL.] RO. GILLIAM, SR.,
D. C. P. G. C.

Filed and recorded September 5th, 1853.

R. ANDREWS, *Rec'r*,
By S. McLAIN.

This deed, made this fourteenth day of July, one thousand eight hundred and thirty-eight, between Henry Starr, administrator of John B. Baird, of the first part, and John S. Fulton, of the second part, witnesseth that the said John B. Baird in his lifetime, on the eighth day of May, 1835, entered into a contract in writing with the said John S. Fulton for the sale and conveyance to him of a certain tract of land for the consideration of seven hundred and six dollars, situate in the county of Union, in the State of Ohio, containing one hundred and eighty-eight acres, be the same more or less, part of survey No. 4069: Begin-
194 ning at a black oak and elm in the north line of said survey; thence north seventy-nine degrees east two hundred and twenty-six poles to a white oak and ironwood; thence south seventy-nine degrees west one hundred and fifty-five poles to a stake; thence north ten degrees west twenty poles to the beginning; and whereas the said

John B. Baird departed this life without having made deed of conveyance, and the said Henry Starr, administrator aforesaid, being desirous of completing the contract on the 20th day of May, 1837, filed his petition in the court of common pleas of Union County, against the heirs of the said John B. Baird, praying for an order to authorize and enforce him to complete the contract, and such proceedings have been had upon said petition that at the July term, 1838, of said court, the said Henry Starr has been authorized to complete said contract by conveying to the said John S. Fulton the said tract of land: Now, be it known that in consideration of the premises, and by virtue of the power vested in him, the said Henry Starr, administrator as aforesaid, does hereby grant, bargain, sell, and convey unto the said John S. Fulton and his heirs, forever, the above-described tract of land, with all the rights and appurtenances thereunto belonging; to have and to hold unto
195 him, the said John S. Fulton, and his heirs, forever.

In witness whereof the said Henry Starr, administrator as aforesaid, has hereto set his hand and seal the day and year first written.

HENRY STARR, [SEAL.]
Administrator of John B. Baird.

Executed in presence of us:
A. HALL.
W. STEELE.

STATE OF OHIO, *Union County, ss:*

Personally appeared before me, James Turner, a justice of the peace in and for the county of Union, Ohio, Henry Starr, and acknowledged that as administrator of John B. Baird, dec'd, he signed the within deed for the purposes therein mentioned.

Given under my hand this 14th day of July, A. D. 1838.

JAMES TURNER, *J. P.*

Filed and recorded this deed, July 14th, 1838, at 4 o'clock p. m., book K 6, pages 471 & 472.

P. B. SMITH, *Recorder.*

By this deed it witnessed that D. O. Coupland, of the county of Cumberland, and State of Va., for the consideration of one hundred and twenty dollars, the receipt of which is hereby acknowledged, doth grant, convey, and confirm to John G. Baugart, and his heirs and assigns, the following described tract or parcel of land, being in the county of Union, and State of Ohio, on the waters of Mill and Darby Creek, lot No. 1, in survey N. 4069: Beginning at a maple and elm in the north line of a part of said survey No. 4069, belonging to the heirs of Carter Coupland, and southeast corner to Raper; thence, with the line of said Raper,
196 No. 9° 40′ W. 127 poles hickory; thence N. 77 E. 37 poles and twenty links, to a sugar-tree and ironwood; thence S. 9′ 40 E. 127 poles to a beech and maple in the line of the heirs of C. Coupland; thence, with their line, S. 77 15 W. 37 poles and twenty links to the beginning, containing thirty acres; and all the claim and title in law, and in equity of the said D. O. Coupland to the said premises: The said John G. Baugart to have and to hold the same to the use of himself, and his heirs and assigns, forever. And the said grantor, for himself and his heirs and legal representatives, covenant with the said grantee and his heirs and assigns, that he, the said grantor, is the owner of the land premises and has lawful right to convey the same in manner aforesaid;

and also that he, the said grantor, doth covenant, and, with his heirs and legal representatives, will forever defend the said premises, and their proper appurtenances, and every part thereof, to the said grantee and his heirs and assigns, against all lawful claimants.

In testimony whereof the said D. O. Coupland hereunto set his hand and seal on the 10th day of July, 1842.

D. O. COUPLAND. [SEAL.]

Signed and sealed in the presence of—
M. GOODING.
DAVID BURNHAM.

197 THE STATE OF OHIO, *Union County, ss:*

Before me, a magistrate within and for the county aforesaid, personally came the above-named grantor and acknowledged the signing and sealing of the above deed to be his voluntary act, for the uses therein expressed.

Witness my hand this 10th day of July, 1842.

DAVID BURNHAM, *J. P.*

Filed and recorded Oct. 1st, 1842.

P. B. SMITH, *Rec.*

By this deed it is witnessed that D. O. Coupland, of the county of Cumberland, and State of Virginia, for the consideration of $280, the receipt of which is hereby acknowledged, doth grant, convey, and confirm to John Martin Shiderer, his heirs and assigns, the following described tract or parcel of land lying and being in the county of Union, and State of Ohio, on the waters of Mill Creek and Darby, lot No. 1, in survey N. 4069, bounded and described as follows, to wit: Beginning at two hickories and an ironwood in the north line of land belonging to the heirs of C. Coupland, southwesterly corner of 55 acres, this day sold by me to John P. Bunesold; thence, with said Bunsold's line N. 12 W. 127½ poles to a hickory, sugar-tree, and red oak, northwesterly corner to said J. P. Bunsold's; thence S. 77 W. 88 poles, to an oak and two sugar-trees; thence S. 12 E. 127½ poles to 2 sugar-trees and
198 a maple in the line of the heirs of C. Coupland; thence, with their line, N. 77 E. 88 poles to the beginning, containing seventy acres; and all the claim and title in law or equity of the said D. O. Coupland to the said premises: The said John M. Shiderer to have and to hold the same to the use of himself and his heirs and assigns, forever. And the said grantor, for himself and his legal representatives covenant with the said grantee, his heirs and assigns, that he, the said grantor, is the owner of the premises and has lawful right to convey the same in manner aforesaid; and also that the said grantor doth covenant and, with his heirs and assigns, and legal representatives, will forever defend the said premises, and their proper appurtenances and every part thereof, to the said grantor, and his heirs and assigns, against all lawful claimants.

THE STATE OF OHIO, *Union County, ss:*

Before me, a magistrate within and for the county aforesaid, personally came the above-named grantor and acknowledged the signing and sealing of the above deed to be his voluntary act for the uses therein expressed.

Witness my hand this 10th day of July, 1842.

DAVID BURNHAM, *J. P.*

Filed and recorded October 1st, 1842.

P. B. SMITH, *Rec.*

199 This indenture, made and concluded this ninth day of August, in the year of our Lord one thousand eight hundred and thirty-three, between David O. Coupland, of the county of Cumberland, and State of Virginia, of the one part, and James Galloway, jr., of the county of Green, and State of Ohio, of the other part, witnesseth that the said David O. Coupland, for and in consideration of the sum of two hundred dollars to him in hand paid, the receipt whereof he doth hereby acknowledge and forever acquit and discharge the said James Galloway, jr., his heirs, executors, and administrators, hath granted, bargained, sold, enfeoffed, and confirmed, and by these presents doth grant, bargain, enfeoff, and confirm, unto the said James Galloway, jr., his heirs and assigns, forever, a certain tract or parcel of land situate and being in the county of Union, and State of Ohio, containing one hundred acres, be the same more or less, being part of survey No. 4069 for one thousand acres, entered and surveyed for Elizabeth Rickman, bounded and described as follows, to wit: Beginning at a sugar-tree and two small iron-woods, southwest corner to said survey; thence, with the line thereof, N. 10′ W. to a bur oak, ash, and hickory sappling in said line, southwest corner to a lot of 200 acres, conveyed by said Coupland to Ebenezer Mather; thence, with his line easterly, and from the
200 beginning with the line of said survey easterly so far that a line N. 10° W. will include the quantity aforesaid; together with all the improvements to the said premises belonging or in any wise appertaining, and the reversions, remainders, and profits thereof; and all the estate, right, title, interest, claim, and demand of the said David O. Coupland of, in, and to the same: To have and to hold the land hereby conveyed, with all the premises and every part thereof, with the appurtenances, unto the said James Galloway, jr., his heirs and assigns, forever. And the said David O. Coupland and his heirs, all the premises hereby bargained and sold, with the appurtenances, unto the said James Galloway, jr., and his heirs, against himself and the said David O. Coupland and his heirs, and against the lawful claims of all and every other person or persons whomsoever claiming under him or otherwise, doth and will forever warrant and defend by these presents.

In testimony whereof the said David O. Coupland hath hereunto set his hand and seal the day and year first above written.

DAVID O. COUPLAND. [SEAL.]

Signed, sealed, and delivered in the presence of us:
WM. KING.
DAVID DUGLASS.

THE STATE OF OHIO, *Green County, ss:*

I do certify that personally came before me, David Duglass, a
201 justice of the peace in and for the county and State aforesaid, the within-mentioned David O. Coupland, and acknowledged the signing and sealing of the within indenture to be his act and deed for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand and seal this ninth day of August, in the year of our Lord one thousand eight hundred and thirty-three.

DAVID DUGLASS, [SEAL.]
Justice of the Peace.

Filed and recorded September 12th, 1833.

J. McLAIN,
For R. Andrews, Recorder.

This indenture, made and concluded this eleventh day of February, in the year of our Lord one thousand eight hundred and thirty-eight, between James Gallaway, jr., and Martha, his wife, of the county of Green, and State of Ohio, of the one part, and John Gee, of the county of Union, and State aforesaid, of the other part, witnesseth that the said James and Martha Galloway, for and in consideration of the sum of three hundred dollars to them in hand paid, the receipt whereof is hereby acknowledged, have granted, sold, and conveyed, and confirmed, and by these presents do grant, bargain, sell, convey, and confirm, unto the said John Geer, his heirs and assigns, forever, a certain lot or tract of land containing one hundred acres, be the same more or less, situate
202 between the Little Miami and the Sciota River, in the county of Union, and State of Ohio, being part of a military survey No. 4069, originally for one thousand acres, in the name of Elizabeth Rickman, and the aforesaid one hundred acres in the name of Elizabeth Rickman, and the aforesaid one hundred acres thereof is duly conveyed to the said James Galloway, jr., on the waters of Darby's Creek, bounded and described as follows, to wit: Beginning at a sugar-tree and two small ironwords, southwest corner to said survey; thence N. 10° W. 90 poles, to a bur oak, ash, and hickory, southwest corner to William Impson's land; thence, with his line and course thereof, N. 80° E. 180 poles, to a hickory and elm; thence S. 10° E. 90 poles, to a hickory and sugar-tree; thence S. 80 W. 180 poles to the beginning: To have and to hold the aforesaid premises, with their appurtenances, to the said John Geer, his heirs and assigns, forever. And the said James and Martha Galloway, for themselves, their heirs, and executors, do covenant with the said John Geer, his heirs and executors, that they are the lawful owners of the said premises, and have good right to sell and convey the same in manner and form aforesaid; and further, that they, the said James and Martha Galloway, for themselves, their heirs, and execu-
203 tors, will forever warrant and defend the aforesaid premises, with the appurtenances, unto said John Geer, his heirs and assigns, against themselves and their heirs, and against the lawful claim or claims of all persons whomsoever.

In testimony whereof the said James Galloway, jr., together with Martha, his wife, have hereunto set their hands and seals this eleventh day of February, in the year of our Lord one thousand eight hundred and thirty-eight.

JAMES GALLOWAY. [SEAL.]
MARTHA GALLOWAY. [SEAL.]

Signed, sealed, and delivered in presence—
EDO BENNETT.
AMANDA GALLOWAY.

STATE OF OHIO, *Green County, ss:*

Personally came before me, Edo Bennet, a justice of the peace in and for the county and State aforesaid, the above-mentioned James Galloway, jr., and Martha, his wife, and severally acknowledged the signing and sealing of the above indenture to be their act and deed; and the said Martha being by me examined seperate and apart from her said

husband, and the contents of the above deed being fully made known to her, she declared, upon said separate examination, that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

In testimony whereof I have hereunto subscribed my name, this eleventh day of February, in the year of our Lord one thousand eight hundred and thirty-eight.

EDO BENNET, *J. P.*

204 Filed and recorded Oct. 28th, 1838.

P. B. SMITH, *Recorder.*

This indenture, made this twenty-fourth day of January, in the year of our Lord one thousand eight hundred and thirty-four, by and between Ebenezer Mather and Elizabeth Mather, his wife, of the county of Union, and State of Ohio, of the one part, and Thomas Reed, of the county of Union, and State aforesaid, of the other part, witnesseth that the said Ebenezer Mather, and Elizabeth Mather, his wife, for and in consideration of the just sum of one hundred and fifty dollars, to them in hand paid, the receipt whereof they do hereby acknowledge, have given, granted, bargained, sold, released, and conveyed, and do by these presents, give, grant, bargain, sell, release, convey, and confirm, [unto] the said tract or parcel of land lying and being in the county of Union, in the State of Ohio, to wit, a part of survey No. of entry 4069, described as follows from a survey and subdivision by Silas G. Strong: Beginning at a hickory, in the west line of said survey 9 links, sugar-tree 17½ links, red oak 23 links; thence south 11° E. one hundred poles to William Impson's corner; thence, with said Impson's line, N. 79° E. one hundred and sixty poles, to another
205 of said Impson's corners; thence N. 11° W. one hundred poles to a bur oak, ash, sugar, and maple tree; thence south 79° W. one hundred and sixty poles to the beginning, containing one hundred acres, more or less: To have and to hold the premises aforesaid, with all the privileges and appurtenances thereunto belonging, or in any wise appertaining, unto him, the said Thomas Reed, and unto his heirs and assigns, forever. And the said Ebenezer Mather and Elizabeth Mather, his wife, for themselves, their heirs, executors, and administrators, covenant and promise to and with the said Thomas Reed, his heirs and assigns, that they, the said Ebenezer Mather and Elizabeth Mather, his wife, are lawfully seized of the premises aforesaid; that they have good right and lawful authority to sell and convey the same, in manner aforesaid; and that the said premises are free and clear of and from all incumberances whatever; and further, that the said Ebenezer Mather and Elizabeth Mather, his wife, will well and truly warrant and defend the premises herein and hereby granted unto the said Thomas Reed, and unto his heirs and assigns, against the lawful claims and demands of all and every person whomsoever.

In testimony whereof the said Ebenezer Mather, and Elizabeth Mather, his wife, party of the first part, have hereunto set their hands and seals the day and year first above written.

EBENEZER MATHER. [SEAL.]
BETSY MATHER. [SEAL.]

Signed, sealed, and delivered in presence of—
206 IRA WOOD.
JAMES REED.

STATE OF OHIO, *Union County, ss:*

I, Ira Wood, one of the justices of the peace in and for the county aforesaid, do hereby certify that on the 23d day of January, in the year of our Lord one thousand eight hundred and thirty-four, personally came before the above-named Ebenezer Mather and Betsy Mather, his wife, who did severally acknowledge the above signing and sealing to be their voluntary act and deed, for the purposes above expressed. The said Betsy Mather being seperate and apart from her husband, she acknowledged she signed the same freely, without fear or coercion from her said husband.

In testimony whereof I have hereunto set my hand in the year of our Lord one thousand eight hundred and thirty-four.

IRA WOOD, *Justice of the Peace.*

Filed and recorded March 22, 1834.

P. B. SMITH, *Rec.*,
By S. McLAIN.

Know all men by these presents that we, Thomas Reed and Samanth Reed, wife of said Thomas Reed, of the county of Union, and State of Ohio, in consideration of the sum of one thousand dollars in hand paid by Daniel Keys, of the county of Union, and State of Ohio, have
207 bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said Daniel Keys, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and in the township of Paris, being part of entry No. 4069, Virginia military , and bounded and described as follows, to wit: Beginning at a forked sugar-tree, N. E. corner to Levi Lyon's land; from thence running N. 10 W. 100 P. to a burr oak, maple, in the line of John S. Fulton's land; thence, with his line, S. 80 W. 86½ poles, to a stone, corner to a lot conveyed by said Fulton's sa'd Reed; thence, with the line of said lot, N. 52 W. 16⅕ poles to the center of the State road from Milford to Marysville; thence, with said road, S. 40 W. 81 poles to a stone in the west line of the survey, corner to a lot conveyed by said Reed to Asa Caryl; thenc, with said west line of the survey, S. 10° E. 26½ poles to a stone corner to a lot sold by said rood to Levi Lyon; then, with his line, N. 80 E. 28 poles to a stone, N. E. corner to s'd lot; thence, with another line thereof, S. 10 E. 34¼ poles to a stone near a cherry tree, the S. E. corner to s'd lot; thence, with a line of another lot of Lyon's, N. 80 E. 132 poles to the beginning, containing ninety acres more or less: To have and to hold said premises, with the appurtenances, unto the said Daniel Keys, his heirs and assigns forever. And the said Thomas
208 Reed and Samantha, his wife, for themselves and heirs, doth hereby covenant with said Daniel Keys, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever; and that he will forever warrant and defend the same, with the appurtenances, unto the said Daniel Keys, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Thomas Reed and Samantha Reed have hereunto set their hands and seals this 27th day of April, in the year of our Lord one thousand eight hundred and fifty.

THOMAS REED. [SEAL.]
SAMANTHA REED. [SEAL.]

Executed in presence of—
DAVID BURNHAM.
ELIZABETH BURNHAM.

THE STATE OF OHIO, *Union County, ss:*

Before me, David Burnham, a justice of the peace in and for said county, personally appeared the above-named Thomas Reed and Samantha, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Samantha Reed being at the same time examined by me, seperate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

209 Given under my hand officially this 27 day of April, A. D. 1850.

DAVID BURNHAM, *J. P.*

Filed and recorded June 7th, 1860.

JAMES TURNER, *Recorder.*

This indenture, made this 6th day of July, 1848, by Thomas Reed and Samantha, his wife, of the county of Union, State of Ohio, of the first part, and Levi Lyon, of the county and State aforesaid, of the second part, witnesseth that the said Reed and wife, of the first part, for and in consideration of sixty dollars to them in hand paid by the said Lyon, of the second part, the receipt of which is hereby acknowledged, the said Reed and wife have sold, and do hereby convey, to the said Lyon, his heirs or assigns, forever, the following lot of land in survey N. 4069, in the name of Elizabeth Rickman, bounded as follows: Beginning at a stone near an elm and dogwood, S. W. corner to said Lyn's land, in the line of the heirs of Wm. Hand; then, with their line, N. 10 W. 34 poles 6 links to a stone; thence N. 80 E. 28 poles to a stone; then S. 10° E. 34 poles & 6 links to a stone near a cherry tree in said Lyon's line; then, with his line, S. 80 W. 28 poles to the beginning, containing six acres more or less. The said Reeds and wife covenant and agree with the said Lyon, his heirs and assigns, that they are lawfully seized of the above described lot of land, and have good and lawful right to convey

210 the same, and will forever warrant and defend the same unto the said Lyon, his heirs and assigns, forever, against all lawful claims whatsoever, or by whomsoever.

In testimony whereof we have hereunto set our hands and seals the day and year above written.

THOMAS REED. [SEAL.]
SAMANTHA REED. [SEAL.]

In presence of—
WM. B. IRWIN.
ELIPHAS BURNHAM.

THE STATE OF OHIO, *Union County, ss:*

Personally appeared before me Thomas Reed and Samantha, his wife, signers to the within deed, and acknowledged the signing and sealing of the same to be their free act and deed for the purposes therein expressed; the said Samantha Reed being seperate and apart [and apart] from her husband, and the contents to her fully made known, acknowledged her signing and sealing the same to be her free act and deed for the purposes therein expressed, without fear or coercion of her said husband.

In testimony whereof I have hereunto set my hand and official seal this 6th day of July, 1848.

WM. B. IRWIN, *J. P.*

Filed and recorded August 9th, 1848.

JAMES TURNER, *Recorder.*

This indenture, made this third day of September, in the year
211 of our Lord one thousand eight hundred and forty-nine, between James D. Caldwell, as administrator de bonis non of Jesse McKay, dec'd, of the city of Chilicothe, of the one part, and Joshua Judy, of the county of Union, and State of Ohio, of the other part, witnesseth that whereas the said James D. Caldwell was duly appointed administrator de bonis non of the estate of Jesse McKay, dec'd, by the court of common pleas in and for the county of Ross, and State of Ohio, and took upon himself the burden of administrating said estate; and afterwards, to wit, on the 28th day of October, A. D. 1839, the said administrator filed his petition in the court of common pleas of said county of Ross, setting forth, among other things, that the personal property of said estate was insufficient to satisfy the demand owing by said estate, and praying authority to sell the lands belonging to said estate; and afterwards, to wit, at the October term of the court of common pleas, 1849, the court being satisfied that said estate was insolvent, did order that the said administrator de bonis non proceed to appraise and sell the unsold land belonging to said estate, and at the October term, 1847, the appraisers having made their return to the court, and the court, having carefully examined the proceedings, did approve the same, and it was ordered by the court that the said administrator proceed to sell said land; and afterwards, to wit, at the April term of said court,
212 A. D. 1848, the said administrator de bonis non made his return to , setting forth, among other things, that he had sold the tract of six hundred and sixty-six and two-thirds acres, tract situate in the county of Union, to Wm. E. Lee, for the sum of one dollar and eighty-five cents per acre, he being the highest and best bidder therefor, and that sum being equal to two-thirds the appraised value thereof, the same was openly struck off and sold to him for that sum; and the court having carefully examined the proceedings of said administrator, and being satisfied that said sale had been made according to the provisions of the statutes, it was thereupon ordered that said sale be, and hereby is, confirmed; and it was further ordered that said administrator de bonis non execute and deliver to the purchaser on the final payment of the purchase-money; and whereas the said William E. Lee, after paying one-third of the purchase-money, to wit, on the first day of August, A. D. 1849, by his assignment, duly made under his hand and seal, transfered and assigned to Joshua Judy, of the county of Union, and State of Ohio, for valuable consideration, the said land, and by said assignment authorized and directed the said administrator to execute and deliver to said Joshua Judy for said land ,
being survey No. 4073:
213 Now, this indenture witnesseth that the said James D. Caldwell, as administrator de bonis non of the estate of the said Jesse McKay, for and in consideration of the premises, and for and in consideration of the purchase-money to me paid, and in pursuance of the order of the court of common pleas aforesaid, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, and sell, alien, transfer, and convey, to the said Joshua Judy, and to his heirs and assigns, forever, the said land, being survey No. 4073, of six hundred and sixty-six acres, being the same, more or less, together with all and singular the improvements and appurtenances thereunto belonging or in any wise appertaining.

To have and to hold the said land, with all and singular the improvements and appurtenances, to him, the said Joshua Judy, and his heirs and assigns, forever.

In testimony whereof I have hereunto set my hand, as administrator de bonis non of the estate of the said Jesse McKay, the day and year first above written.

JAMES D. CALDWELL. [SEAL.]

Signed, sealed, and acknowledged in presence of—
WM. H. S. KENETT.
W. H. TAYLOR.

THE STATE OF OHIO, *Ross County*, *ss*:

CORPORATION OF THE CITY OF CHILICOTHE.

I, William H. S. Kenett, mayor of the corporation of the city of Chilicothe, and ex office a justice of the peace, do hereby certify that
214 James D. Caldwell personally appeared before me this day and acknowledged the signing and sealing of the foregoing deed, as administrator de bonis non of the estate of Jesse McKay, dec'd.

In testimony whereof I have hereunto affixed my name as mayor of said corporation, and affixed the seal thereof, at Chilicothe this 3 day of September, A. D. 1849.

[SEAL.] WM. H. S. KENITT, *Mayor*.

Filed and recorded Sept. 10, 1849.

JAMES TURNER, *Recorder*.

This deed, made this 14th day of July, one thousand eight hundred and thirty-eight, between Henry Starr, administrator of John B. Baird, of the first part, witnesseth that whereas the said John B. Baird in his lifetime, on the 28th day of December, 1834, executed his penal bond to one Daniel L. Russell, in which he stipulated for the consideration of five hundred and thirty dollars, to execute to him a deed of conveyance for the following described tract of land, to wit: Part of survey No. 4079, beginning at a white oak and ironwood in the north line of said survey; thence S. 38° W. 220 poles, along J. S. Fulton's line, to a dogwood and ironwood, Fulton's corner; thence N. 79° E. 152 poles to a stake in the London road; thence, with said road, N. 11° E.
215 175 poles, to a stake; thence S. 79 W. 96 poles, to the beginning, containing 133 acres, more or less; and which bond has been assigned by the said Daniel L. Russell to the said Silas G. Strong, who is now entitled to receive a deed of conveyance of said tract of land:

And whereas the said John B. Baird, while living, on the 5th day of December, A. D. 1835, made his bond to one Luther M. Davis, conditioned to convey to him or his assigns, for the consideration of four hundred and twenty dollars, the following described tract of land situate in the county of Union, and being part of survey No. 4069: Beginning at a sugar and bur-oak trees, corner to a lot sold by D. O. Coupland to E. Mathers; thence S. 10° E. 114 poles, to a dogwood and ironwood in said Mathers' line; thence N. 79° E. 147 poles, to a stake in the London road; thence, with said road, N. 17° E. 74 poles; thence N. 11° E. 48 poles, to a stake in said road, corner to 1st mentioned tract; thence S. 79° W. 190 poles, to the beginning, containing 120 acres, more or less; and which bond has, by assignment, come to said Silas G. Strong, who is entitled to a conveyance of said tract of land:

And whereas the said John B. Baird having departed this life without having made any deeds of conveyance for said tracts of land, according to the conditions of said bods; and the said Henry Starr, administrator of the said John B. Baird, being desirous of completing the said

216 contracts on the 20th day of May, 1837, filed his petition in the court of common pleas of Union County, against the heirs of the said John B. Baird, praying the court to authorise and direct him to complete said contracts and execute deed of conveyance for said tracts of land to the purchasers or their assigns:

And whereas such proceedings have been had upon said petition, that at the present July term, 1838, of said court, the said Henry Starr, administrator as aforesaid, has been ordered and directed by the court to execute and deliver deeds of conveyance to the said Silas G. Strong, who is the assignee of the said Daniel L. Russell and Luther M. Davis, all of which will appear by reference to the records of said court:

Now, be it known, that in consideration of the premises and of the payment of the purchase-money, and pursuant to the order of said court, and by virtue of the powers in him vested, the said [the said] Henry Starr, administrator as aforesaid, does severally grant, bargain, sell, and convey unto the said Silas G. Strong, and his heirs and assigns, forever, the beforementioned and described two tracts of land, and all the right and title and estate of the heirs of the said John B. Baird therein, together with all the right and privileges and appurtenances thereunto belonging; to have and to hold the same unto him, the said
217 Silas G. Strong, and unto his heirs assigns, forever.

In testimony whereof the said Henry Starr has to these presents put his hand and seal the day and year first above written.

HENRY STARR, [SEAL.]
Administrator of John B. Baird.

Witness:
JAMES TURNER.
JOHN S. FULTON.

STATE OF OHIO, *Union County, ss:*

This day came Henry Starr, administrator of John B. Baird, before me, a justice of the in and for the said county of Union, and acknowledged that as such administrator he had signed, sealed, and delivered the deed of conveyance, written on the other half-sheet, to Silas G. Strong, for the uses and purposes therein expressed.

Given under my hand this 14th day of July, A. D. 1838.

JAMES TURNER, *J. P.*

This indenture, made this eighth day of July, in the year one thousand eight hundred and thirty-nine, between Henry Starr, administrator of John B. Baird, deceased, party of the first part, and Isaac Mattox, of the county of Logan, and State of Ohio, party of the second part, witnesseth that whereas the said John B. Baird, in his lifetime, on the twelfth day of July, in the year one thousand eight hundred and four, sold to the said Isaac Mattox a tract of land situated in the county
218 of Union, in the State of Ohio, being part of survey No. 2982, beginning at two sugar-trees and an ash, the orignal southwest corner to said survey, and corner to Peter Manifold's survey; thence north seventy degrees east one hundred and thirty-eight poles, to two beeches and a lynn; thence south eighty-three degrees east one hundred and thirty-eight poles, to two beeches and a sugar; thence south seventy degrees west one hundred and thirty-eight poles, to two beeches and a lynn; thence north eighty-three degrees west one hundred and thirty-eight poles, to the beginning, containing one hundred and twenty-one acres, be the same more or less; and for the conveyance of said

tract of land to the said Isaac Mattox, the said John B. Baird executed his penal bond, but departed this life in the month of May, in the year 1836, without having made any deed of conveyance for said tract:

And whereas the said Henry Starr, administrator of the said John B. Baird, being desirous of completing the contract on the twentieth day of May, in the year one thousand eight hundred and thirty-seven, filed his petition in the court of common pleas of Union County against the heirs of the said John B. Baird, praying the court to authorize
219 and empower him to complete said contract according to the bond of the said John B. Baird; and whereas such proceedings were had upon said petition that at the July term, one thousand eight hundred and thirty-eight, of the said court of common pleas, the said Henry Starr, administrator as aforesaid, was authorized and empowered to complete said contract by conveying said tract of land to the said Isaac Mattox, as will fully appear by reference to the records of said court, and the proceedings had upon said petition:

Now, this deed further witnesseth that the said Henry Starr, administrator of the said John B. Baird, acting on behalf of his heirs, and by virtue of the authority in him vested, for and in consideration of the premises and in full payment of the purchase-money, does hereby grant, bargain, sell, and convey unto the said Isaac Mattox and his heirs, forever, the before-described tract of land, with all the rights and privileges and appurtenances thereunto belonging, hereby conveying all the right, title, interest, and estate of the heirs of the said Baird in said tract of land to the said Isaac Mattox, to have and to hold the same to him and his heirs forever.

In testimony whereof the said Henry Starr, in his capacity of
220 administrator, has to this deed set his hand and seal the day and year first above written.

HENRY STARR, [SEAL.]
Administrator of John B. Baird.

Done in presence of—
CHARLES A. DOWNES.
TALBOT JONES.
H. H. GOODMAN.

THE STATE OF OHIO, *Hamilton County, ss:*

Be it remembered that on this eighth day of July, in the year of our Lord one thousand eight hundred and thirty-nine, before me, the subscriber, a notary public within and for said county, personally came Henry Starr, the grantor in the above conveyance, and acknowledged the same to be his voluntary act and deed, as the administrator of John B. Baird, dec'd, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name and affixed my said seal of office on the day and year last aforesaid.

[SEAL] TALBOT JONES,
Notary Public.

Filed and recorded Oct. 19th, 1839.

This indenture, made the 14th day of July, A. D. 1838, between Henry Starr, administrator of John B. Baird, of the first part, and Silas G. Strong, of Union County, of the second part, witnesseth that whereas the said John B. Baird, in his lifetime, on the 28th day of December,
221 A. D. 1833, made to the said Silas G. Strong his penal bond, a condition that for the consideration of two hundred and eighty-four dollars he would execute to said Strong a deed of conveyance of

the following described tract of land, part of survey No. 4069, beginning at a white oak and sugar-tree, the original northeast corner to said survey; thence S. 10° E. 160 poles, to a black ash and hickory; thence S. 80° W. 102 poles to a stake in the London road; thence, with said road, N. 11° W. 171 poles, to a stake; thence N. 79° E. 40 poles, to the beginning, containing seventy-one acres, more or less; and whereas the said John B. Baird, departed this life without having made any deed of conveyance for the said tract of land according to the condition of said bond, and the said Henry Starr, administrator of said Baird, being desirous of completing the contract on the 20th day of May, 1837, filed his petition in the court of common pleas of Union County against the heirs of said John B. Baird, praying the court to authorize and direct him to complete said contract and execute a deed of conveyance of said tract of lands to the purchaser, or his assignee; and whereas proceedings have been had upon said petition, and at the present term of July, 1838, of said court, the said Henry Starr, administrator as aforesaid, has been ordered and directed by said court to execute and
222 deliver deeds of conveyance to the said Silas G. Strong, as well as to sundry others for purchase made of said John B. Baird in his lifetime, all of which will appear by a reference to the records of said court:

Now, be it known that, in consideration of the premises and the payment of the purchase-money, and pursuant to the order of said court, and by virtue of the powers in him vested, the said Henry Starr, administrator as aforesaid, does hereby grant, bargain, sell, and convey unto the said Silas G. Strong, and unto his heirs and assigns, forever, the before mentioned and described tract of land, and all the title of the heirs of the said John B. Baird, with their interest and estate therein, together with all there rights, privileges, and appurtenances thereunto belonging, to have and to hold the same unto him the said Silas G. Strong, and his heirs and assigns, forever.

In testimony whereof the said Henry Starr to these presents has put his hand and seal the day and year above written.

HENRY STARR, [SEAL.]
Administrator of John B. Baird.

Witness:
JAMES TURNER.
JOHN S. FULTON.

STATE OF OHIO, *Union County, ss:*

This day came Henry Starr, the administrator of John B. Baird, before me, the undersigned, a justice of the peace in and for said
223 county of Union, and acknowledged that as such administrator he had signed, sealed, and delivered the foregoing deed of conveyance to Silas G. Strong for the uses and purposes therein expressed.

Given under my hand at Marysville this 14th day of July, A. D. 1838.

JAMES TURNER, *J. P.*

Filed and recorded Feb. 26, 1838.

P. B. SMITH, *Rec.*

This deed, made this sixth day of July, one thousand eight hundred and thirty-eight, between Henry Starr, administrator of John B. Baird, deceased, of the first part, and Henry St. John, of the second part, witnesseth that the said John B. Baird, while living, on the 8th day of September, 1835, made his bond to Bradford B. Stevens in the penal sum of six hundred dollars, with a condition that, upon the payment of three

hundred and seventy-nine dollars and seventy-five cents, he would convey to him a good and sufficient deed a certain piece of land situated in Union County, and being all that part of survey No. 4069, contained in the following metes and bounds, to wit: Beginning at a red oak and hickory, southeast corner of said original survey; thence south seventy-nine degrees west one hundred and eighty-four poles to a stake in the London road; thence, with said road, north four degrees east one
224 hundred poles to a stake, the corner to a lot sold to William M. Page; thence north seventy-nine degrees east one hundred poles, to the beginning, containing one hundred and an half acres of land; and whereas the said John B. Baird departed this life without having made any deed of conveyance for said tract of land, according to the condition of said bond, the said Henry Starr, administrator as aforesaid, being desirous of completing the contract, and of claiming a deed to be made to the said Bradford B. Stevens, or his assigns, on the 20th day of May, 1837, filed his petition in the court of common pleas of Union County against the heirs of the said John B. Baird, praying the court to authorize and direct him to execute of conveyance of said tract of land, according to the condition of said bond, and such proceedings have been had upon said petition, that, at the present July term, 1838, of said court, the said Henry Starr, administrator as aforesaid, has been authorized and directed to execute and deliver a deed of conveyance for said tract of land to the said Bradford B. Stevens, or his assigns; and whereas the said Henry St. John is the assignee of the said Stevens, the said bond having been assigned by the said Stevens to one Thomas H. Eld-
225 ridge, and by him to the said Henry St. John by assignment in writing on the back of said bond, whereby the said Henry St. John is entitled to receive a deed of conveyance of said tract of land under the order of the court: Now it is further witnessed that, in consideration of the premises, and also in consideration of the full payment of the purchase-money, and pursuant to said order of court, and by virtue of the authority in him vested by law, the said Henry Starr, administrator of the said John B. Baird, does hereby grant, bargain, sell, and convey unto the said Henry St. John, and his heirs, forever, the before-described tract of land, and all the right, title, and interest of the heirs of said John B. Baird in and to said tract of land, with all the rights, privileges, and appurtenances to the same belonging, or in any wise appertaining; to have and to hold the same unto him, the said Henry St. John, and his heirs, forever.

In testimony the said Henry Starr, administrator as aforesaid, has to this deed set his hand and seal the day and year first above written.

HENRY STARR, [SEAL.]
Administrator of John B. Baird, Dec'd.

Executed in presence of us of witnesses:
W. STEELE.
SILAS B. STRONG.

THE STATE OF OHIO, *Union County, ss:*

226 Personally appeared before me, a justice of the peace in said county, Henry Starr, administrator of John B. Baird, and acknowledged that he had signed, sealed, and delivered this foregoing deed of conveyance to Henry St. John for the uses and purposes therein expressed, this 16 day of July, 1838.

JAMES TURNER, *J. P.*

Filed and recorded July 20th, 1839.

P. B. SMITH, *Recorder.*

This deed, made this second day of January, in the year one thousand eight hundred and thirty-nine, between Henry Starr, administrator of John B. Baird, of the city of Cincinnati, of the State of Ohio, of the first part, and James Penney, of the county of Franklin, party of the second part, witnesseth that the said John B. Baird, while living, on the 29th of June, in the year 1835, executed to the said James Penney his title-bond for the conveyance to him of a certain tract of land, situate in the county of Union, in said State of Ohio, upon the payment of two hundred and seventy-eight dollars and twenty five cents, the purchase-money for said tract of land, and which is part of survey No. 4069, beginning at a beech and hickory, in the east line of said survey; thence south ten degrees east one hundred and two poles, to a hickory and white
227 elm; thence south seventy-nine degrees west one hundred and forty-nine poles, to a stake in the London road; thence, with said road, north seventeen degrees east fifty-four poles, to a stake; thence, with said road, north eleven degrees east fifty-nine poles, to a stake, the corner to a lot sold by said John B. Baird to Silas G. Strong; thence, with said Strong's line, north seventy-nine degrees east one hundred and two poles, to the beginning, containing seventy-nine and one-half acres, be the same more or less; and whereas the said John B. Baird departed this life in the month of May, in the year 1836, without having made any deed of conveyance to the said James Pinney for said tract of land, and the said Henry Starr, administrator as aforesaid, being desirous of completing the contract, and of vesting the title of the heirs of John B. Baird in the said James Pinney, filed his petition in the court of common pleas of Union County against said heirs, in the month of May, in the year 1837, praying the court to authorize and empower him to execute a deed to the said James Pinney; and whereas such proceedings were had upon said petition at the April term of said court of common pleas, 1838, the said Henry Starr was authorized and em-
228 powered by said court to execute a deed in fee-simple to the said James Pinney for said tract of land: Now, this deed further witnesseth that the said Henry Starr, administrator as aforesaid, for and in consideration of the premises, and also in consideration of the full payment of the purchase-money, and in order to carry into effect the order of said court, has granted, bargained, and sold, and by these presents does grant, bargain, sell, and convey, unto the said James Pinney, and his heirs, forever, the tract of land before described, with all the rights, privileges, and appurtenances thereunto belonging; to have and to hold the same unto him, the said James Pinney, his heirs and assigns, forever.

In testimony whereof the said Henry Starr, administrator as aforesaid, has to this deed set his hand and seal, as such administrator, the day and year first above written.

HENRY STARR, [SEAL.]
Administrator of John B. Baird.

Done in the presence of—
H. H. GOODMAN,
JOHN THINES.

STATE OF OHIO, *Hamilton County, ss:*

Before me, Talbert Jones, a notary public within and for said county, duly commissioned, personally appeared, on the second day of January, 1839, the above-named Henry Starr, and acknowledge the signing and sealing of the above conveyance, as the administrator of John B.
229 Baird, dec'd, to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.
[SEAL.] TALBERT JONES, *Notary Public.*

This deed, made this fourteenth day of July, one thousand eight hundred and thirty-eight, between Henry Starr, administrator of John B. Baird, of the first part, and David Wilter, of the second part, witnesseth that the said John B. Beard, in his lifetime, on the 4th day of December, 1835, executed to the said David Wilter his penal bond conditioned to convey to him the following described tract of land, situated in Union County, State of Ohio, for the consideration of three hundred and ninety-six dollars, that is to pay, ninety acres of land, being that part of survey No. 4069 contained in the following boundaries, to wit: Beginning at a hickory, sugar-tree, and ironwood, the original northwest corner of said survey; thence south ten degrees east one hundred and sixty-eight poles to a hickory and red oak, the corner to a lot sold [to] by D. O. Coupland to E. Mathers; thence north eighty degrees east thirty-nine poles to a stake in the State road; thence, with said road, north thirty-nine degrees east sixty-two poles to a stake; thence north ten degrees west about one hundred and twenty-five poles to a black oak and elm
230 in the original north line of said survey; thence south seventy-nine degrees west one hundred poles to the beginning. And whereas the said John B. Beard departed this life without having made any deed of conveyance to the said David Wilter, and the said Henry Starr, administrator as aforesaid, being desirous of completing the contract on the 20th day of May, 1837, filed his petition in the court of common pleas of Union County against the heirs of the said John B. Baird, praying for an order of court to authorize and empower him to complete the contract, and execute a deed to the said David Wilter, and such proceedings have been had upon said petition that, at the present July term (1838) of said court, the said Henry Starr has been authorized and empowered to complete said contract and execute a deed to the said David Wilter: Now, be it known that in consideration of the premises, and pursuant to the order of court, the said Henry Starr, administrator of the said John B. Beard, does hereby grant, bargain, sell, and convey unto the said David Wilter, and his heirs, forever, the before-described tract of land, with all the appurtenances and privileges thereto belonging, to have and to hold the same unto him, the said David Wilter, and his heirs, forever.

In testimony whereof the said Henry Starr has to these presents set his hand and seal the day and year first written.

HENRY STARR, [SEAL.]
231 *Administrator of John B. Beard.*

Executed in presence of—
W. STEELE.
SILARS G. STRONG.

THE STATE OF OHIO, *Union County:*

Be it remembered that on this personally appeared Henry Starr, administrator of John B. Beard, [appeared] before me, the undersigned, a justice of the peace of Union County, Ohio, and acknowledged that, as administrator, he signed, sealed, and delivered the foregoing deed of conveyance, for the uses and purposes therein expressed, this 14th day of July, 1838.

JAMES TURNER, *J. P.*

Filed and recorded this deed July 14, 1838.

P. B. SMITH, *Recorder.*

Know all men by these presents that we, Wm. M. Baird and Rhoda Baird, wife of the said Wm. M. Baird, of the county of Franklin, and State of Indiana, in consideration of the sum of three hundred dollars in hand paid by James Hughes, of the county and State aforesaid, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said James Hughes, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and bounded and described as follows, to wit: Beginning at a stake, witnessed by a black ash and hickory, eight poles S. 10° E. from a sugar-tree and bur oak, corner to John S. Filton; thence N. 81° 10′ E.
232 189 poles to a stake in the London road, witness a hickory and maple trees on the west margin of said road; thence, with said road, S. 12 W. 37 poles; thence S. 19 W. 44 poles; thence S. 20 W. 32 poles; thence S. 81° 10′ west 147 poles to an ironwood and dogwood trees; thence N. 10 west 106 poles to the beginning, containing one hundred and ten acres, be the same more or less, and being a part of survey No. 4069; see Wm. Taylor's deed to said Wm. Baird, upon record in the Union County records: To have and to hold said premises, with the appurtenances, unto the said James Hughes, and his heirs and assigns, forever. And the said Wm. M. Baird and Rhoda, his wife, for themselves and heirs, do hereby covenant with the said James Hughes, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever; and that they will forever warrant and defend the same, with the appurtenances, unto the said James Hughes, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Wm. H. Baird and Rhoda Baird have hereunto set their hands and seals this 17th day of January, in the year of our Lord one thousand eight hundred and forty-six.

WM. M. BAIRD. [SEAL.]
RHODA BAIRD. [SEAL.]

Executed in presence of—
LEVI AYRES.
ANDREW KING.

233 STATE OF INDIANA, *Franklin County:*

Before me, a justice of the peace in and for the county aforesaid, personally appeared William M. Baird, the within grantor, and acknowledged the signing and sealing of the within deed to be his voluntary act and deed, for uses and purposes therein contained; and at the same time came also Rhoda Baird, wife of the said Wm. M. Baird, and being seperate and apart from her said husband by me examined, agreeably to the statute in such cases made and provided, acknowledged the signing and sealing of said deed to be her own voluntary act and deed, for the use therein contained, and at the same time relinquishes all her right of dower to the said premises.

In testimony whereof I have hereunto set my hand and seal this 17 day of January, in the year of our Lord one thousand eight hundred and forty-six.

[SEAL.] LEVI AYRES, *J. P.*

THE STATE OF INDIANA, *Franklin County, ss:*

I, John M. Johnson, clerk of the circuit court of the county aforesaid, do hereby certify that Levi Ayres, esquire, before whom the within deed of conveyance to which this certificate is attached was acknowledged,

and whose certificate of such acknowledgment, signed by him in his own proper handwriting, is endorsed thereon, was at the time of taking and certifying said acknowledgment a justice of the peace within
234 and for said county of Franklin, and that full faith and credit are due to his said official acts.

In testimony whereof I hereunto affix the seal of said court and subscribe my name, at Brookville, this nineteenth day of January, A. D. 1849.

[SEAL.] JOHN M. JOHNSTON, *Clerk.*

Filed and recorded January 24th, 1849.

JAMES TURNER, *Recorder.*

This indenture, made this twenty-eight day of March, in the year of our Lord one thousand eight hundred and thirty-nine, by and between James Pinney and Esther M. Pinney, his wife, of the county of Franklin, and State of Ohio, of the first part, and Azariah Pinney, of the county and State aforesaid, of the other part, witnesseth that the said James Pinney and Esther M., his wife, of the first part, for and in consideration of the sum of five hundred dollars to us in hand paid or secured to be paid, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, released, and conveyed, and by these presents do give, grant, bargain, sell, release, convey, and confirm, unto the said Azariah Pinney, of the second part, the following described tract or parcel of land, situated, lying, and being in the county of Union, in the State of Ohio, which is part of survey No. 4069: Begining at a beech and
235 hickory in the east line of said survey; thence south ten degrees west 100 and two poles to a hickory and white elm; thence south seventy-one degrees west one hundred and forty-nine poles to a stake in the London road; thence, with said road, north seventeen degrees east fifty-four poles to a stake; thence, with said road, north eleven degrees east fifty-nine poles to a stake, the corner to a lot sold by said John B. Baird to Silas G. Strong; thence, with said Strong's line, north seventy-nine degrees west one hundred and two poles to the beginning, containing seventy-nine acres and a half, more or less, together with all the estate, right, title, interest, property, claim, or demand of them, the said party of the first part, either in law or equity of, in, and to the above-described premises, and the rents, issues, and profits thereof: To have and to hold the said premises, with all the improvements, privileges, and appurtenances thereunto belonging, or in any wise appertaining, unto him, the said Azariah Pinney, and unto his heirs and assigns, forever. And the said James Pinney and Esther M., his wife, of the first part, for themselves, and their executors and administrators, covenant and promise to and with the said Azariah Pinney, of the second part, and his heirs or assigns, that they, the said James Pinney and Esther M., his wife, are the true and lawful owners of the premises aforesaid;
236 that they have good right and lawful authority to sell and convey the same in manner aforesaid; and that the same are free and clear and from all mortgages, judgments, liens, taxes, or incumberances whatever; and further, that they, the said James Pinney and Esther M., his wife, and their heirs, executors, and administrators, will well and truly warrant and defend the premises hereby granted [the premises hereby granted] unto the said Azariah Pinney, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

In testimony whereof the said James Pinney and Esther M., his wife,

party of the first part, have hereunto set their hands and seals the day and year first above written.

JAMES PINNEY. [SEAL.]
ESTHER M. PINNEY. [SEAL.]

Signed, sealed, and acknowledged in presence of—
CHARLES PINNEY.
STEPHEN MAYNARD.

THE STATE OF OHIO, *Franklin County, ss:*

Be it remembered that on the 30th day of March, A. D. 1839, before me, Stephen Maynard, a justice of the peace in and for said county, personally appeared James Pinney and Esther M. Pinney, his wife, grantees in the above deed named, and severally acknowledged the signing and sealing thereof to be their free and voluntary act and deed,
237 for the uses and purposes therein expressed; and the said Esther M. Pinney, wife of said James Pinney, being at the same time examined by me seperate and apart from her husband, and the contents of said deed by me made known to her, she declared that she did voluntarily sign, seal, and acknowledge the same, and that she was then satisfied therewith.

Given under my hand, officially, at the date above written.

STEPHEN MAYNARD, *J. P.*

Filed and recorded Oct. 28, 1839.

P. B. SMITH, *Recorder.*

Know all men by these presents that we, Azariah Pinney and Eunice Pinney, wife of said Azariah Pinney, of the county of Union and State of Ohio, in the consideration of the sum of six hundred and thirty-six $\frac{37}{100}$ dollars, in hand paid by Augustus Hall, of the same place, have bargained and sold, and do hereby grant, bargain, sell, and convey unto the said Augustus Hall, his heirs and assigns, forever, the following premises, situate in the county of Union, and in the State of Ohio, and bounded and described as follows: Part of survey No. four thousand and sixty-nine (4069) Virginia military bounty land, begining at a hickory and beach, now a stake in the east line of said survey; thence south 10 degrees west one hundred and eighteen poles, to a hickory and dogwood, (originally called, by mistake, hickory and
238 white elm;) thence S. seventy-nine degrees west one hundred and fifty poles, to a stake in the London road; thence, with the angles of said road, north seventeen degrees east fifty-four poles to a stake; thence, with said road, north degrees east seventy-four poles to a stake, the corner to a lot sold by John B. Baird to Silas G. Strong; thence, with said Strong's line, north seventy-nine degrees west one hundred and three poles to the beginning, warranted to contain ninety-two acres and one-half acre: To have and to hold said premises, with the appurtenances, unto the said Augustus Hall, his heirs and assigns, forever. And the said Azariah Pinney and Eunice Pinney, his wife, for themselves and heirs, do hereby covenant with said Augustus Hall, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumbrances whatsoever; and that they will forever warrant and defend the same, with the appurtenances, unto the said Augustus Hall, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Azariah Pinney and Eunice Pinney

have hereunto set their hands and seals this nineteenth day of July, in the year of our Lord one thousand and eight hundred and forty-three.

AZARIAH PINNEY. [SEAL.]
EUNICE PINNEY. [SEAL.]

Executed in presence of—
239 C. W. B. ALLISON.
M. J. LEE.

STATE OF OHIO, *Union County, ss:*

Before me, James Turner, a justice of the peace in and for said county, personally appeared the above-named Azariah Pinney and Eunice Pinney, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Eunice Pinney, being at the same time examined by me, seperate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith, this nineteenth day of July, A. D. 1843.

JAMES TURNER, *J. P.* [SEAL.]

Filed and recorded July 28, 1843.

JAMES TURNER, *Recorder.*

Know all men by these presents that Henry St. John and Jane St John, his wife, parties hereunto, of the first part, of Seneca County, in the State of Ohio, for and in consideration of the sum of five hundred dollars to them in hand paid by John and Adam Roush, parties of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained, and sold, and by these presents do give, grant, sell, alien, release, convey, and confirm, unto the said parties of the
240 second part, their heirs and assigns, forever, a certain lot or parcel of land, situate in the county of Union and State of Ohio, being all that part of survey N. 4069 contained in the following metes and bounds, to wit: Beginning at a red and hickory, southeast corner of said original survey; thence south seventy-nine degrees west one hundred and eighty-four poles, to a stake in the London road; thence, with said road, north four degrees east one hundred poles, to a stake, the corner to a lot sold to William M. Page; thence north seventy-nine degrees east one hundred and sixty-three poles, to a hickory and bur oak, in the line of said original survey; thence south ten degrees east one hundred poles to the place of beginning, containing one hundred and a half acres of land: To have and to hold the above-described premises, with their appurtenances, to the said party of the second part, their heirs and assigns, to the only proper use, benefit, and behoof of the said partys of the second part, their heirs and assigns, forever. And the said party of the first part, for themselves, their heirs, executors, and administrators, do covenant with said parties of the second part, their heirs, executors, administrators, and assigns,
241 that at and untill the execution thereof, they were law[law]fully seized and possessed of the above-described premises, in fee-simple; that they are free from all incumberances; and [and] that against all lawful claims and demands of any person or persons whomsoever, the said premises to the said partys of the second part, their heirs and assigns, they will forever warrant and defend.

In testimony whereof we have hereunto set our hands and seals this sixth day of May, A. D. 1847.

H. ST. JOHN. [SEAL.]
JANE ST. JOHN. [SEAL.]

Signed, sealed, and acknowledged in the presence of—
S. ST. JOHN.
ANDREW ELY.
MARY M. ELY.

STATE OF OHIO, *Senaca County, ss:*

Be it remembered that on the sixth day of May, A. D. 1847, personally appeared before me, Andrew Ely, a justice of the peace, in and for said county, the above-named Henry St. John and Jane St. John, his wife, and acknowledged that they voluntarily executed the above deed for the purposes therein specified; and the said Jane St. John, being by me examined seperate and apart from her said husband, and the contents of the said deed being by me made known to her, and upon such seperate examination, declared that she did voluntarily seal and acknowledge the same, and that she is still satisfied therewith.

242 Given under my hand officially the day and year aforesaid.

ANDREW ELY, *J. P.*

Interlined the word "from" in the eighth line, previous to signing.

ANDREW ELY.
MARY M. ELY.

THE STATE OF OHIO, *Senaca County, ss:*

I, Charles F. Dreesback, clerk of the court of common pleas of said county of Senaca, hereby certify that Andrew Ely, before whom the within acknowledgement was taken, and whose name is thereto subscribed, was, at the time of subscribing the same, an acting justice of the peace in and for said county of Senaca, duly commissioned and qualified, and that full faith and credit are due to all his official acts as such justice at the time of subscribing the same in said county of Senaca.

In testimony whereof I have hereunto set my hand and affixed the seal of said court this 8th day of May, A. D. 1847.

CHARLES F. DREESBACK, *Clerk.*
By SAMUEL STORM, *Dept. Clerk.*

Filed and recorded June 21, 1847.

JAMES TURNER, *Recorder.*

Know all men by these presents that we, William Taylor and Catharine Taylor, wife said William Taylor, of the county of Union and State of Ohio, in consideration of the sum of seven hundred and forty

243 dollars in hand paid by Wm. M. Baird, the State of Indiana, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said Wm. M. Baird, and unto his heirs and assigns, forever, the following premises, situate in the county of Union, and in the State of Ohio, and bounded and described as follows: Beginning at a stake, witnessed by a black ash and hickory, eight poles south E. from a sugar-tree and bur oak corner, to John S. Fulton's; thence N. 81° 10′ E. 189 poles to a stake in the London road; thence witness a hickory and maple tree on the west margin of said road; thence, with said road, S. 12° W. 37 poles; thence S. 19° W. 44 poles; thence S. 20° W. 32 poles to a stake; thence S. 81° 10′ W. 147 poles to an ironwood and dogwood trees; thence N. 10° W. 106 to the beginning, containing one hundred and ten acres, by the same more or less, being part of survey No. 4067: To have and to hold said premises, with the appurten-

ances, unto the said Wm. M. Baird, and to his heirs and assigns, forever. And the said Wm. Taylor and Cathaine, his wife, for themselves and heirs, do hereby covenant with said W. M. Baird, his heirs and assigns, that the premises are free and clear from all incumberances whatsoever; and that they will forever warrant and defend the same, with the appurtenances, unto the said William M. Baird, his heirs
244 and assigns, against the lawful claims of all persons whatsoever.

In testimony whereof the said William Taylor and Catharine Taylor have hereunto set their hands and seals this 8th day of April, in the year of our Lord one thousand eight hundred and forty-one.

WM. TAYLOR. [SEAL.]
CATHARINE TAYLOR. [SEAL.]

Executed in presence of—
LAURA BROCKWAY.
SILAS G. STRONG.

STATE OF OHIO, *Union County, ss:*

Before me, Silas G. Strong, associate judge, in and for said county, personally appeared the above-named Wm. Taylor and Catharine Taylor, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Catharine Taylor, being at the same time examin'd, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith, this eighth day of April, A. D. 1841.

SILAS G. STRONG, [SEAL.]
Associate Judge Union County, Ohio.

Filed and recorded May 7th, 1841.

P. B. SMITH, *Recorder.*

This indenture, made this thirty-first day of October, in the year of our Lord one thousaid eight hundred and forty-eight, between Philip Snider, sheriff of Union County, Ohio, of the first part, and Joshua
245 Judy, of said county and State, of the second part, witnesseth:

Whereas heretofore, to wit, at the October term of the court of common pleas, held at the town of Marysville, in the county of Union, and State of Ohio, in the year of our Lord one thousand eight hundred and thirty-seven, such proceeding were had that, by the consideration and judgement of said court, the president, directors, & co., of the Clinton Bank of Columbus recorded a judgment in action of assumpsit against Stephen McLain, Silas G. Strong, and A. Pollock, for the sum of seven hundred and one dollars and seventy cents damages, together with seven dollars and five cents costs of suit, all of which will more fully appear reference to the record of said court:

And whereas also on the 21 day of October, A. D. 1837, the plaintiffs sued out their writ of execution from said court, commonally called fieri facias, directed to the sheriff of said county, commanding him that of the goods and chattles, and for want thereof, then of the lands and tenements, of the said defendants, he cause to be made the sum of money aforesaid, with interest on the same from the rendition of said judgment until the same was paid, and that he have said money before said court, at their [their] next term, to render unto the said
246 plaintiff said money; and afterwards, to wit, at the return term of said writ, the said sheriff made his return of said writ, with the following endorsements:

"Rec'd Nov. 1st, 1837. Dec. 6th, rec'd $200 00. Received plaintiff's instructions not to levy. Money paid over to the Clinton Bank. No more money made.

"R. CLARK, *Sheriff.*"

And whereas afterwards, to wit, on the 3d day of May, A. D. 1838, another fieir facias issued from said court, commanding the sheriff of said county to make the money aforesaid of the goods and chattles of the said defendants, and for want thereof, of the lands and tenements of the said defendants, he cause the said sum of money to be made; and afterwards, to wit, at the return term of said court the said sheriff returned said writ with the following endorsement of his proceeding:

"Rec'd May 3d, 1838. Levied upon one hay waggon, one pleasure waggon and harness, two pair of work oxen, three horse, three horse beasts, seven three-year old meat cattle, three two-year old stears, one yearling stear, one cooking-stove, one plow and harrow, three log-chains, two common stoves and pipes. Advertised said property to sell on the 12th day of July, 1838. July 12th, offered the property for sale agreeable to advertisement and found no bidders.

"R. CLARK, *Sheriff.*

And whereas such other proceeding were had in this cause that afterwards, to wit, on the 19th day of November, A. D. 1842, a
247 writ of ventioni exponas was issued from said court, directed to the sheriff of said county, commanding him to exposes for sale the property he certified to said court was remaining in his hands unsold, and that if, in the opinion of the said sheriff, the property remaining in his hands unsold would be insufficient to satisfy the judgment aforesaid, then he was commanded to levy the same upon the goods and chattles, lands and tenements, or either, as the law will permit, being the property of the judgment debtors which, together with the property in hand not sold, will be sufficient to satisfy said judgment; and afterwards, to wit, at the return term of said writ, the sheriff made return thereof, with the following endorsement of his proceedings:

"Rec. Nov. 19, 1842. The property is sufficient, in my opinion. Offered the same for sale March 25, 1843, having previously advertised the same according to law. Not sold for want of bidders.

"W. W. STEELE, *Sheriff.*"

And whereas afterwards such other proceedings were had in said cause that, on the 19th day of August, A. D. 1854, another writ of venditioni exponas was issued from said court, directed to the sheriff of said county, commanding him out of the property remaining in his hands unsold, that he caused the said money to be made, and that if, in his opinion, the property in his hands not sold is insufficient to satisfy said judgment, that he levy upon the goods and chattles, lands, and
248 tenements, or either, as the law shall permit, being the property of the judgment debtors, which, together with the property on hand, not sold as aforesaid, will be sufficient to satisfy said judgment. Afterwards, at the return term of said writ to the said sheriff, made the following return:

"Rec'd this writ August 19th, 1845. In my opinion, the original levy was insufficient to satisfy said judgment; and in obedience to the command of said writ, I levied upon— (Here follows the description of a

tract of land levied upon.) Also levied upon 92 and a half acres of land, to wit, part Virginia military survey No. 4069, beginning at a hickory (now a stake) in the E. line of said survey; thence S. 10 W. 118 poles to a hickory and dogwood, originally called by mistake a hickory and white elm; thence S. 79 W. 150 poles to a stake in the London road; thence, with the angles of said road, N. 17 E. 54 poles to a stake; thence, with said road, N. 11 E. 74 poles to a stake, corner to a lot sold by John B. Baird to Silas G. Strong; thence, with said Strong's line, N. 79 W. 103 poles, to the beginning, containing 92 and a half acres, more or less, deeded to Alexander Pollock by Augustice Hall, the 18th day of November, 1843. Advertised the above-
249 described real estate for sale on the 22d day of October, A. D. 1845, between the legal hours, in the Eaglet, a paper published in Union County, having had the same appraise as follows: the 73-acre lot appraised at $3 25 per acre, and the 92-acre lot appraised by the oaths of James Turner, Mains Wasson, and Hugh Lee, at seven dollars per acre. Oct. 22, 1845, I offered the above real estate for sale at the door of the court-house in said county, at public outcry, and not sold for want of bidders.

(Signed) "WILLIAM M. ROBINSON, *Sheriff.*"

And whereas such other proceedings was had in said cause that afterwards, to wit, on the 22 day of May, A. D. 1848, and the writ commonly called vendition exponas was issued from said court, directed to the sheriff of said county, commanding him to expose for sale the lands and tenements he certified to said court was remaining in his hands unsold, to satisfy the judgment aforesaid, and the said sheriff, in obedience to the command of said writ, made return of the same to said court at the return thereof, with the following endorsements of his proceedings thereon:

"Rec'd this writ May 22d, 1848. By virtue hereof I have the within-described real estate appraised by the oath of S. A. Cherry, Samuel Reesler, and Richard Bancroft, freeholders of Union County, May
250 22, 1848. I afterwards advertised said real estate by publication in the Argus, a newspaper published, and in general circulation in said county, for at least thirty days previous to the day of sale. I afterwards, to wit, on the 27 day of June, A. D. 1848, between the legal hours of ten o'clock a. m. and four o'clock p. m., offered said real estate for sale by public outcry, at the door of the court-house in said county, and sold the within-described 92½ acres to Joshua Judy, for the sum of six dollars and forty-five cents per acre, he being the highest and best bidder therefor, and that being more than two-thirds the appraised value of.

"PHILIP SNIDER, *Sheriff.*"

And afterwards, to wit, at the June term, A. D. 1848, the said court having examined the proceedings of the said sheriff, and the sale made by him aforesaid on the execution aforesaid last mentioned, were satisfied that said sale was made in conformity to the provisions of the statute in such case made and provided, did thereupon order an entry to be made upon the journal of said court, that they were satisfied of the legality of said sale, and it was further ordered by said court, that the sheriff of said county execute and deliver a deed in fee-simple for the land and tenements so sold as aforesaid, all of which will more
251 fully appear, reference being had to the journals and files of said court:

Now, therefore, know ye that I, Phillip Snider, sheriff of Union County aforesaid, in consideration of the premises, and more particularly in consideration of the said six dollars and forty-five cents per acre to me in hand paid, the receipt of which I do here by these presents acknowledge, and by virtue of the power in me vested by law and the before-recited proceedings, do give, grant, bargain, sell, and convey unto the said Joshua Judy, his heirs and assigns, forever, the heretofore described piece of land situated in the county of Union, and State of Ohio, bounded and described as follows, to wit: Part of Virginia military survey No. 4069, beginning at a hickory (now a stake) in the east line of said survey; thence S. 10 W. 118 poles to a hickory and dogwood, (originally called by mistake hickory and white elm;) thence S. 79 W. 150 poles to a stake in the London road; thence, with the angles of said road, N. 17 E. 54 to a stake; thence, with said road, N. 11 E. 74 poles to a stake, corner to a lot sold by John B. Baird to Silas G. Strong; thence, with said Strong's line, N. 79 W. 103 poles to the beginning, containing 92 and a half acres, more or less, deeded to Alexander Pollock by Augustice Hall, the 18th day of Nov'r, 1843, with the appurtenances thereunto belonging, togather with all the right, title and interest,
252 claim and demand, of the said Pollock of, in, and to the same: To have and to hold the said premises, with the appurtenances, unto him, the said Joshua Judy, his heirs and assigns, forever.

In testimony whereof I have hereunto set my hand and seal officially the day and year first hereinbefore mentioned.

PHILIP SNIDER, [SEAL.]
Sheriff of Union County.

Executed and deliverd in presence of—part of the 23 & 24 lines from the lot in second page, and all of 30, 31, 32, and 33 lines from top on 3 page, except the words "& afterwards said" before execution—

GEORGE S. WITTER.
J. M. WILKINSON.

STATE OF OHIO, *Union County, ss:*

Personally appeared Philip Snider, sheriff of Union County, Ohio, and acknowledged the signing and sealing of the foregoing deed in his official capacity.

Given under my hand and seal this 3d day of October, A. D. 1848.

JAMES M. WILKINSON, *J. P.*, [SEAL.]
Justice of the Peace of Paris Township, in and for the County of Union, and State of Ohio.

Filed and recorded January 4th, 1850.

JAMES TURNER, *Recorder.*

Know all men by these presents that we, Joshua Judy and Sarah Judy, wife of said Joshua Judy, of the county of Union, and
253 State of Ohio, for and in consideration of the sum of seven hundred dollars to them in hand paid by John L. Geer, of the county of Union, and State of Ohio, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, [and by these presents do give, grant, bargain, sell, alien,] convey, and confirm, unto the said John S. Geer, his heirs and assigns, forever, the following premises situate in the county of Union, and the State of Ohio, and in Virginia military survey No. 4069, and bounded and described as fol-

lows: Beginning at a stake, corner to Hugh Moore's land, and junction of the London and Sager road; thence, with the centre of said Sagar road, S. 40½ E. seventy-six poles to a stake; thence north 81 E. eighty-three poles to a stake, hickory, and dogwood; thence north 9 west one hundred and seventeen poles to a stake in the east line of said survey; thence south eighty-one west one hundred and two poles to a stake in said London road; thence south twelve and a half west fifty-eight poles to the beginning, containing eighty acers of land, more or less: To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said
254 Joshua Judy and Sarah, his wife, for themselves and heirs, dothe hereby covenant with the said John L. Geer, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that they are free and clear from all incumberances whatsoever; and that they will forever warrant and defend the same, with appurtenances, unto the said John L. Geer, his heirs and assigns, against the lawful claims of all persons whatsoever. And I, the said Sarah Judy, do hereby remise, release, and forever quitclaim unto the said John L. Geer, his heirs and assigns, all my right and title to dower in the above-described premises.

In testimony whereof the said Joshua Judy and Sarah Judy have hereunto set their hands and seals this thirty-first day of July, in the year of our Lord one thousand eight hundred and fifty-one.

JOSHUA JUDY. [SEAL.]
SARAH JUDY. [SEAL.]

Signed, sealed, & delivered in presence of—
JAMES TURNER.
R. C. CLARK.

THE STATE OF OHIO, *Union County, ss:*

Before me, the subscriber, a justice of the peace in and for said county, personally appeared the above-named Joshua Judy & Sarah Judy, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Sarah Judy
255 being at the same time examined by me seperate and apart from her said husband and the contents of the said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand, officially, this 31st day of July, A. D. 1831.

JAMES TURNER, *J. P.*

Filed and recorded August 20th, 1851.

JAMES TURNER, *Recorder.*

To all men to whom these presents shall come, greeting:

Know ye that we, Joshua Judy and Sarah J. Judy, wife of said Joshua Judy, of the county of Union, and State of Ohio, of the first part, and Hugh Moore, of the same county and State, of the second part, witnesseth, for the consideration of the sum of one hundred and fifty dollars, received to the full satisfaction of the party of the first part, do give, grant, bargain, sell, and convey unto the said Hugh H. Moore, his heirs and assigns, forever, the following described tracts or lots of land, to wit, beging part of suvey 4069, lying and being said county of Union, and State of Ohio, bounded and described as follows: Beginning at a stake in the road leading from Marysville to London, where

the Pleasant Valley road leaves said London road; thence, with the Pleasant Valley road, S. 40° 30 E. 75½ poles, to a stake; thence south 81 W. 66½ poles to a stake in said London road; thence, with
256 said London road, N. 17 poles to a stake; thence N 18 E. 53 1/10 poles to the beginning, containing fourteen acres, be the same more or less: To have and to hold the above-described premises, with the appurtenances thereof, unto the said Hugh Moore, his heirs and assigns, forever. And the said Joshua Judy and Sarah J., his wife, do for themselves, their heirs, executors, and administrators, covenant with the said Hugh Moore, his heirs and assigns, that the said premises are free from all encumbrances whatsoever; and the said Joshua Judy and Sarah J., his wife, do by these presents bind themselves and their heirs forever to warrant and defend the above premises to the said Hugh Moore, and to his heirs and assigns forever, against all claims and demands whatsoever. And the said Sarah J. Judy, wife of the said Joshua Judy, do hereby and in consideration of the money so as aforesaid paid to her said husband, do hereby remise, release, and forever quitclaim unto the said Hugh Moore, his heirs and assigns, all her right, title, and dower in the above-described premises.

In witness whereof we have hereunto set our hands and seals this 31st day of October, in the year one thousand eight hundred and forty-eight.

JOSHUA JUDY. [SEAL.]
257 SARAH J. JUDY. [SEAL.]

Signed, sealed, and delivered in presence of—
JAMES W. EVANS.
JAMES TURNER.

STATE OF OHIO, *Union County, ss:*

Before me, a justice of the peace in and for said county aforesaid, personally came Joshua Judy and Sarah J. Judy, his wife, and acknowledged the signing deed to be their voluntary act; and the said Sarah J. Judy, wife of the said Joshua Judy, being by me examined, seperate and apart from her said husband, and the contents of the above deed made known to her by me, she declared upon such seperate examination that did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

In testimony whereof I have hereunto set my hand and seal this 31st day of October, A. D. 1848.

JAMES TURNER, *J. P.* [SEAL.]

Filed and recorded June 18, 1850.

JAMES TURNER, *Recorder.*

258 This indenture, made and concluded this 17th day of July, in the year of our Lord one thousand eight hundred and forty, by and between John Geer and Barbra, his wife, of the county of Union and State of Ohio, of the first part, and George Gunderman, of the county and State aforesaid, of the other part, witnesseth that for and in consideration of the sum of one hundred and sixty-six dollars to us in hand paid, the receipt whereof we do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, and sell, unto the said George Gunderman, and unto his heirs and assigns, forever, the following described tract or parcel of land lying and being in the county of Union and State of Ohio, and

being part of survey No. 4069: Beginning at a bur oak, ash, and hickory, southwesterly corner to William Impson's land; thence, with his line and course thereof, N. 80 E. 84 poles to a stake; thence S. 10 E. 72 poles to an ash and elm; thence south 80 W. 90 poles to two ashes and a hickory, in the westerly original line of the survey; thence, with said line, correcting the course thereof, N. 5° W. 72 poles to the beginning, containing forty-one and a half acres, to be the same more or less: To have and to hold said premises, with the privileges and ap-
259 purtenances thereunto belonging, or in any wise appertaining, unto him, the said George Gunderman, and unto his heirs and assigns, forever. And the said John Geer and Barbara, his wife, do promise, covenant, and agree to and with the said George Gunderman, his heirs and assigns, forever, [and the said John Geer and Barbara, his wife, do promise, covenant, and agree to and with the said George Gunderman, his heirs and assigns,] that they will forever warrant and defend the premises aforesaid unto the said George Gunderman, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

In witness whereof the said John Geer and Barbara, his wife, have hereunto set their hands and seals the day and year above written.

JOHN GEER. [SEAL.]
BARBARA GEER. [SEAL.]

Executed in presence of—
JOHN JOLLY.
HENRY SNIDER.

STATE OF OHIO, *Union County, ss:*

Personally appeared before me, a justice of the peace in and for said county, John Geer and Barbara, his wife, the within-named grantors, and severally acknowledged the signing and sealing of the foregoing deed of conveyance to be their free act and deed; and the said Barbara Geer, wife of said John Geer, being at the said husband, and the
260 contents being made known to her, declared that she did voluntarily sign, seal, and acknowledge the same without fear or coercion of her said husband, and that she is still satisfied therewith.

Given under my hand officially this 28th day of Oct., A. D. 1840.

JOHN JOLLY, *J. P.*

Filed and recorded Oct. 31st, 1840.

P. B. SMITH, *Recorder.*

Know all men by these presents that we, Silas G. Strong and Maria B. Strong, wife of the said Silas G. Strong, of the county of Union and State of Ohio, in consideration of the sum of one hundred and eighty dollars in hand paid by William Campbell, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said William Campbell, and his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, bounded and described as follows: Beginning at a stake, southeast corner to a lot conveyed to Alexander Pollock, and in the original east line of survey No. 4069; thence, with said original line, S. 10 E. 80 poles to a stake; thence S. 79° W. 85 poles to a stake in the London road; thence, with said road, N. 11° E. 84 poles to a stake southwest corner to said Pollock lot; thence N. 79° E. 54 poles to the beginning, containing thirty-
261 four acres and three-fourths of an acre, be the same more or less:

To have and to hold said premises, with the appurtenances, unto the said Wm. Campbell, his heirs and assigns, forever. And the said Silas G. Strong and Maria B. Strong, for themselves, their heirs, doth hereby covenant with the said William Campbell, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the premises are free and clear from all incumbrances whatsoever; and that he will forever warrant and defend the same, with the appurtenances, unto the said William Campbell, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Silas G. Strong and Maria B. Strong have hereunto set their hands and seals this 28th day of December, in the year of our Lord one thousand eight hundred and thirty-eight.

SILAS G. STRONG. [SEAL.]
MARIA B. STRONG. [SEAL.]

Executed in presence of—
MARY E. AMADON.
IRA WOOD.

STATE OF OHIO, *Union County, ss:*

Personally came before me, Silas G. Strong and Mariah B. Strong, his wife, and severally acknowledged the signing and sealing of the foregoing instrument to be their voluntary act and deed, for the purposes therein expressed; and the said Mariah B. being by me examined seperate and apart from her said husband, and the contents made
262 known to her, she did declare it to be her free and voluntary act, without fear or coercion from her said husband, and that she is still satisfied therewith.

Given under my hand this 28th day of December, A. D. 1838.

IRA WOOD, *Justice of the Peace.*

Filed and recorded January 16th, 1839.

P. B. SMITH, *Rec.*

Know all men by these presents that we, Silas G. Strong and Maria B. Strong, wife of said Silas G. Strong, of the county of Union, Ohio, in consideration of the sum of eighteen hundred dollars in hand paid by William Taylor, of Oswego County, New York, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said William Taylor, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and bounded and described as follows: Being all that part of survey No. 4059, beginning at a white-oak and ironwood trees in the north line of said survey No. 4069; thence south thirty-eight degrees west 220 poles along John S. Fulton's line to a dogwood and ironwood, corner to said Fulton's lot; thence S. 79° W. 36 poles to a sugar and bur-oak trees, corner to a lot sold by D. O. Coupland to Ebenezer Mather; thence S. 10° E.
263 114 poles to a dogwood and ironwood; thence N. 79° E. 147 poles to a stake in the London road; thence, with said road, N. 17° E. 74 poles to a stake; thence, with said road, N. 11° E. 220 poles to a stake in said road, and in the original north line of said survey; thence S. 79° W. 96 poles to the beginning, being the northeast corner to John S. Fulton's land, containing two hundred and fifty-three acres, be the same more or less: To have and to hold said premises, with the appurtenances, unto the said William Taylor, his heirs and assigns, forever. And the said Silas G. Strong and Maria B. Strong, his wife, for them-

selves and heirs, do hereby covenant with said William Taylor, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever, and they will forever warrant and defend the same, with the appurtenances, unto the said William Taylor, his heirs and assigns, against the lawful claims of all persons whatsoever.

In testimony whereof the said Silas G. Strong and Maria B. Strong have hereunto set their hands and seals this 11th day of July, in the year of our Lord one thousand eight hundred and thirty-nine.

SILAS G. STRONG. [SEAL.]
MARIA B. STRONG. [SEAL.]

Executed in presence of—
MARTHA E. STRONG.
IRA WOOD.

STATE OF OHIO, *Union County, ss:*

264 Before me, Ira Wood, a justice of the peace in and for said county, personally appeared the above-named Silas G. Strong and Mina B. Strong his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Maria B. Strong being at the same time examined by me separate and apart from her said husband, and the contents of the said instrument, made known to her by me, she then declared that she did voluntaily sign, seal, and acknowledge the same, and that she is still satisfied therewith, this 11th day of July, A. D. 1839.

IRA WOOD, *J. P.* [SEAL.]

Filed and recorded July 11, 1839.

P. B. SMITH, *Recorder.*

This indenture, made this 21st day of December, A. D. 1848, between John Biddle, of the county of Hancock, of the first part, and Adam Steinbouar, of the second part, witnesseth that the said John Biddle, for and in consideration of the sum of sixty-two dollars and sixty-five cents in hand paid by the said Adam Steinbouer; also of the undertaking and agreement of the said Adam Steinbouar hereafter mentioned, have bargained and sold, and do hereby grant, bargain, sell, release, convey, and confirm, unto the said Adam Steinbouar, his heirs and assigns,

265 forever, all my right, title, interest, both legal and equitable, in and to the following described premises, to wit: A part of survey number four thousand and sixty-seven (No. 4067) in the county of Union, and State of Ohio, beginning at a state, the northeast corner of Thomas K. Mapes' tax claim in said survey, and in the Sager Mill road; thence, with Mapes' north line, N 76° W. to a stake in the west line of the original survey, and corner to said Mapes'; thence, with said original west line, N. 9° E. to a stake in the middle of Kendall road, witness an elm; thence, with said Kendall road, N. 80° E. 225 poles to a stake at the intersection of said road with the Sager Mill road; thence, with the Sager Mill road and course thereof, southeasterly to the beginning, supposed to contain fifty acres, more or less; also another part of said survey, number four thousand and sixty-seven, (No. 4067,) beginning at a dogwood and ironwood and sugar, marked D. O. C., the northwest corner of John R. Coupland's tract, as set off to him at the suit of the said John R. Coupland against Carter Coupland, in partition; thence N. 80° E. 186 poles to a stake in the middle of the Sager Mill road; thence, with

said road, S. 39° E. 88 poles to a stake at the intersection of the Kendall road with the Sager Mill road and northeast corner of the above described 50-acres tract; thence, with said Kendall road and the
266 line of the said 50-acre tract, S. 80° W. 225 poles to a stake in said Kendall road in the west line of the original survey, and northwest corner to said 50-acres tract; thence, with the said original west line, N. 9° E. 68 poles to the beginning, containing eighty-seven and a half acres, more or less, it being the same land described in a deed from John R. Coupland to the said John Biddle, dated Oct. 5th, 1847, and recorded in Union County, book 11, page 88, & also described in a mortgage of the same date from the said John Biddle to the said John R. Coupland, recorded in same county, book 11, page 90: To have and to hold the said premises, with the appurtenances, unto the said Adam Steinbourar, his heirs and assigns, forever, subject to the above mortgage from the said John Biddle to the said John R. Coupland. And the said Adam Steinbouar, covenants and agrees to and with the said John Biddle that he will pay to the assignee of the John R. Coupland, he having assigned the said mortgage, all the notes that is now due [due] on the said mortgage or all that may hereafter become due on the same, to the said assignee then upon the said mortgage or the notes secured thereby, and that he will save him, the said John Biddle, harmless, by the payment of the same to the said assignee of the said Coupland; and the said
267 Biddle hereby agrees to warrant and defend the aforesaid premises with the said Adam Steinbouar, his heirs and assigns, against the claims of all persons claiming by, through, or under him, the said John Biddle.

In testimony whereof the said John Biddle and the said Adam Steinbouar have hereunto set their hands and seals the day and year first above witten.

JOHN BIDDLE. [SEAL.]
ADAM STEINBOUAR. [SEAL.]

Executed in presence of us:
B. CUSHING.
HEN'Y P. CARRINGTON.

THE STATE OF OHIO, *Franklin County, ss:*

Before me, B. Cushing, a notary public within and for said county, personally appeared the within-named John Biddle, the signer and sealer of the foregoing instrument, who acknowledged that he signed and sealed the same as his voluntary act and deed, this twenty day of December, A. D. 1848.

In testimony whereof I have hereunto set my hand and official seal the day and year last above written.

[NOTARIAL SEAL.] B. CUSHING, *Notary Public.*

Filed and recorded February 4th, 1853.
WM. M. ROBINSON, *Recorder.*

Know all men that I, Carter Coupland, of the county of Mobile, Alabama, in consideration of the sum of six hundred dollars in hand paid by Kendall Thomas, of the State of Ohio, have bargained and sold,
268 and do hereby grant, bargain, sell, and convey, unto the said Kendall Thomas, his heirs and assigns, forever, the following premises situate in the county of Union, and in the State of Ohio, and in the Virginia military district, and bounded and described as follows,

to wit: A part of survey number four thousand and sixty-seven, (No. 4067,) in the name of Elizabeth Rickman, beginning at three hickories and sugar-tree, southeast corner to the original survey; thence N. 10° W. 256 poles to a stake, witness two hickories and a bur oak; thence south 80° W. 324 poles to a stake in the middle of the Sager Mill road; thence along the middle of said road, and the course thereof, S. 39° E. 102 poles, S. 52 E. 112 poles, and S. 57° E. 100 poles to a stake in the south line of the original survey, at its intersection with the said road; thence, with said south original line, N. 80° or 83° E. 128 poles to the beginning, containing 379 acres, more or less, it being the land set off to the said Carter Coupland in a suit of partition between him and John R. Coupland in Union com. pleas; also the undivided one-half one hundred and thirty acres of land in survey number four thousand and sixty-nine, (No. 4069,) in the name of Elizabeth Rickman, lying and being in said county of Union and State of Ohio: To have and to hold said premises, with
269 the appurtenances, unto the said Kendall Thomas, his heirs and assigns, forever. And the said Carter Coupland, for himself and heirs, doth hereby covenant with said Kendall Thomas, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are free and clear from all incumberances hatever; and that he will forever warrant and defend the same, with the appurtenances, unto the said Kendall Thomas, his heirs and assigns, against the lawful claims of all persons whomsoever, excepting persons claiming by virtue of sales for taxes.

In testimony whereof the said Carter Coupland has hereunto set his hand and seal this 2 day of November, in the year of our Lord one thousand eight hundred and fifty-two.

CARTER COUPLAND. [SEAL.]

Signed, sealed, and acknowledged in presence of us:
W. A. WITHERSPOON.
JNO. W. MANN.

THE STATE OF ALABAMA, *Mobile County, ss:*

Before me, Sidney Z. Duglass, a justice of the peace in and for said county, personally appeared the above-named Carter Coupland, and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed, this second day of November, A. D. 1852.

SIDNEY Z. DUGLASS, [SEAL.]
Justice of the Peace for Mobile County.

270 STATE OF ALABAMA, *County of Mobile, ss:*

I, Edwin Rush, judge of the court of probate of the county of Mobile, State of Alabama, hereby certify that Sidney Z. Duglass, before whom the within certificate of acknowledgment was taken, was at the date thereof an acting justice of the peace in and for said county of Mobile, and that his signature thereto is true and genuine.

Witness my hand and the seal of said court this 2 day of November, A. D. 1853.

EDWIN RUSH, *Judge.*

Know all men that we, Kendall Thomas and Elizabeth M. Thomas, wife of said Kendall Thomas, of the county of Franklin, Ohio, in consideration of the sum three hundred and ten $\frac{50}{100}$ dollars in hand paid by John M. Schriderer, of the county of Union, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said John M.

Schriderer, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, an the Va. mil'y dist., and bounded and described as follows, to wit: Lots number two and six (No. 2 & 6) in that part of survey No. 4069, in the name of E. Rickman, which was set off to Carter Coupland in a partition at the suit of John R. Coupland, and conveyed by the said Carter Coupland to
271 Kendal Thomas. Lot No. 2, bounded as follows: Beginning at 2 sugars, N. W. corner to lot No. 3; thence S. 11° E. 60 poles to a dogwood; thence S. 87¼° W. 80 poles to 2 cottonwoods and a maple; thence N. 11° W. 62 poles to 2 beeches and a hickory; thence N. 79 E. 80 poles to the beginning, containing thirty acres, more or less. Lot No. 6, bounded as follows: Beginning at the N. W. corner of lot No. 7, of 23 acres and 108 poles, sold by Galliel Rupright; thence, with the line of said lot No. 7, S. 11° E. 44 poles to the southwest corner of said lot No. 7; S. 81° 15′ W. 56 poles to the southeast corner of lot 5, sold to John Delp; thence, with the line of lot No. 5, N. 11° W. 60 poles to the northeast corner of said lot No. 5, and in the south line of lot No. 2; thence, with the south line of said lot No. 2, N. 78 15 E. 56 poles to the beginning, containing 21 acres and 112 poles, more or less. To have and to hold said premises, with the appurtenances, unto the said John M. Schriderer, his heirs and assigns, forever. And the said Kendall Thomas, for himself and heirs, hereby covenant with the said John M. Schriderer, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are free and clear from all incumberances whatsoever; and that he will forever warrant and defend the same, with the appurtenances, unto the said John M. Schriderer,
272 his heirs and assigns, against the lawful claims of all persons whomsoever, excepting tax claims.

In testimony whereof the said Kendall Thomas and Elizabeth M. Thomas have hereunto set their hands and seals this 13th day of May, in the year of our Lord one thousand eight hundred and fifty-four.

KENDALL THOMAS. [SEAL.]
ELIZABETH M. THOMAS. [SEAL.]

Signed, sealed, and acknowledged in presence of us:
CHAS. JACKSON.
H. CERT.

THE STATE OF OHIO, *Franklin County, ss:*

Before me, Chas. Jackson, a justice of the peace in and for said county, personally appeared the above-named Kendall Thomas and Elizabeth M. Thomas, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Elizabeth M. Thomas being at the same time examined by me separate and apart from her said husband, and the contents of said instrument made known to her by, she then declared that she did voluntarily act and deed, and that she is still therewith, this 13th day of December, A. D. 1855.

CHAS. JACKSON, *J. P.*

Know all men by these presents that I, John R. Coupland, of
273 the State of Virginia, by my attorney in fact, Kendall Thomas, in consideration of four hundred dollars in hand paid by Eli Holycross, of the county of Union, and State of Ohio, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said Eli Holycross, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and in the Vir-

ginia military district, and bounded and described as follows, to wit: Part of survey No. four thousand and sixty-seven, (4067,) beginning at two cherry trees, a hickory, and sugar, in the west line of the original survey and corner to Thomas K. Mapes' tax claim in said survey; thence S. 9° E. 54 poles to a stake, corner to land sold to Young Mapes; thence N. 76 E. 294 poles to a stake; thence N. 48° E. 47 poles to a stake in the Sager Mill road; thence, with said road, N. 53¾ W. 40 poles to a stake therein; thence south 76 W. 298 poles to the beginning, containing one hundred acres of land, more or less: To have and to hold said premises, with the appurtenances, unto the said Eli Holycross, his heirs and assigns, forever. And the said John R. Coupland, for himself and heirs, do hereby covenant with the said Eli Holycross, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the premises are free and clear from all incumbrances whatsoever; and that he
274 will forever warrant and defend the same, with the appurtenances, unto the said Ely Holycross, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said John R. Coupland, by his attorney in fact, Kendall Thomas, has hereunto set his hand and seal this sixth day of October, in the year of our Lord one thousand eight hundred and forty-seven.

JOHN R. COUPLAND, [SEAL.]
By his attorney in fact, KENDALL THOMAS.

Executed in presence of—
S. A. CHERRY.
JAMES M. WILKINSON.

THE STATE OF OHIO, *Union County, ss:*

Before me, James M. Wilkinson, a justice of the peace in and for said county, personally appeared the above-named John R. Coupland by his attorney in fact, Kendall Thomas, who acknowledged the signing and sealing of the above conveyance to be the voluntary act and deed. Given under my hand offceally this six day of October, A. D. 1847.

JAMES M. WILKINSON, *J. P.*

Filed and recorded December 23, 1847.

JAMES TURNER, *Recorder.*

Know all men that we, Kendall Thomas and Elizabeth M. Thomas, wife of said Kendall Thomas, of the county of Franklin, Ohio, in consideration of the sum of one hundred and eighty dollars, in hand
275 paid by John Bunsold, of the county of Union, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said John Bunsold, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and in the Va. mil't. dist., and bounded and described as follows, to wit: Lot number four (4) in that part of survey No. 4067, in the name of E. Rickman, which was set-off to Carter Coupland in partition, and conveyed by the Carter Coupland to Kendall Thomas, bounded as follows: Beginning at a stake in the middle of the Sager Mill road southwest corner of lot No. 1, of 66 acres & 106 poles, sold to John Delf; thence with the line of said lot N. 1, N. 78° 15′ E. 110 poles to a stake in said line, and the northwest corner of John Delf's lot No. 5, of 20¾ acres; thence with the line of said lot No. 5, S. 11° E. 55½ poles to the southwest corner of said lot No. 5; thence S. 81 15′ W. 76 poles to a stake in the said Sager Mill

road; thence with said road and the course thereof N. 52 W. 31 poles to the beginning, containing 30 acres more or less; to have and to hold said premises, with the appurtenances, unto the said John Bunsold, his heirs and assigns, forever. And the said Kendall Thomas, for himself and heirs, do hereby covenant with said John Bunsold, his heirs
276 and assigns, that he is lawfully seized of the premises aforesaid, that the premises are free and clear from all incumberances whatsoev'r, and that he will forever warrant and defend the same, with the appurtenances, unto the said John Bunsold, his heirs and assigns, against the lawful claims of all persons whomsoever, excepting tax claims.

In testimony whereof the said Kendall Thomas and Elizabeth M. Thomas have hereunto set their hands and seals this 13th day of December, in the year of our Lord one thousand eight hundred and fifty-four.

KENDALL THOMAS. [SEAL.]
ELIZABETH THOMAS. [SEAL.]

Signed, sealed, & acknowledged in presence of us:
CHAS. JACKSON.
H. COIT.

THE STATE OF OHIO, *Franklin County, ss:*

Before me, Charles Jackson, a justice of the peace in and for said county, personally appeared the above-named Kendall Thomas and Elizabeth M. Thomas, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed. And the said Elizabeth M. Thomas being at the same time examined by me seperate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did
277 volunatry sign, seal, and acknowledge the same, and that she is still satisfied therewith, this 13th day of December, A. D. 1854.

CHARLES JACKSON,
Justice of the Peace.

Rec'd for record Sept. 26, and recorded Sept. 27, 1855.
JOHN W. THOMPSON, *Recorder.*

Know all men by these presents that I, John R. Coupland, of the State of Virginia, by my attorney in fact, Kendall Thomas, in consideration of the sum of six hundred dollars and eighty-seven $\frac{50}{100}$ dollars in hand paid by John Riddle, of the county of Union, and State of Ohio, have bargained and sold, and do hereby grant, bargain, and convey, unto the said John Riddle, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and in the Virginia military district, and bounded and described as follows, to wit, a part of survey number four thousand and sixty-seven, (4067:) Beginning at a state, the northeast corner of Thomas K. Mapes' lot claim in said survey, and in the Sager Mill road; thence, with Mapes' north line, S. 79° W. to a stake in the west line of the original survey, and corner to said Mapes'; thence, with said original west line, N. 90
278 E. to a stake in the middle of the road, witness an elm; thence, with said Kendall road, N. 80° E. 225 poles to a stake at the intersection of said road with the Sager Mill road; thence, with the Sager Mill road [thence with the Sager Mill road], and course thereof, southeasterly to the beginning, supposed to contain fifty acres, more or less. Also another part of the said survey No. 4067, beginning at a

dogwood, ironwood, and sugar, marked D. O. C., the northwest corner of John R. Coupland tract, as set off to him at the suit of said John R. Coupland against Carter Coupland in partition; thence north 80° E. 186 poles to a stake in the middle of the Sager Mill road; thence, with said road, S. 39° E. 88 poles to a stake at the intersection of the Kendall road with the Sager Mill road and north-E. corner to the afore-described 50-acres tract; thence, with the said Kendall road and the line of the said 50-acre tract, S. 80° west 225 poles to a stake in said Kendall road in the west line of the original survey and northwest corner to said 50-acre tract; thence, with the said original west line, N. 90 E. 68 poles to the beginning, containing eighty-seven and a half acres, more or less: To have and to hold said premises, with the appurtenances, unto the said John Riddle, his heirs and assigns, forever. And the said John R.
279 Coupland, for himself and heirs, do hereby covenant with said John Riddle, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever; and that he will forever warrant and defend the same, with the appurtenances, unto the said John Riddle, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said John R. Coupland, by his attorney in fact, has hereunto set his hand and seal this fifth day of Oct., in the year of our Lord one thousand eight hundred and forty-seven.

JOHN R. COUPLAND, [SEAL.]
By his attorney in fact, KENDALL THOMAS.

Executed in presence of—
LAURY R. WILKINSON.
JAMES M. WILKINSON.

THE STATE OF OHIO, *Union County, ss:*

Before me, James M. Wilkinson, a justice of the peace in and for said county, personally appeared the above-named John R. Coupland, by his attorney in fact, Kendall Thomas, who acknowledged the signing and sealing of the above conveyance to be the voluntary act and deed of the said John R. Coupland.

Given under my hand officially this 5th day of Oct., A. D. 1849.

JAMES M. WILKINSON, *J. P.*

Know all men by these presents that I, John R. Coupland, by
280 his attorney in fact, Kendall Thomas, in consideration of the sum of five hundred in hand paid by George Roush, of the county of Union and State of Ohio, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said George Roush, his heirs and assigns, forever, the following premises situate in the county of Union, in the State of Ohio, and in the Virginia military district, and bounded and described as follows, to wit: A part of survey No. 4067, begining at two cherry trees, a hickory, and sugar in the west line of the original survey; thence N. 76° E. 298 poles to a state in the middle of the Sager Mill road; thence, with said road, N. 53° 45″ W. 66 poles to a stake; thence S. 76° W. 240 poles to a stake in the original west line; thence, with said west line, S. 9° E. 60 poles to the beginning, containing one hundred acres of land, more or less: To have and to hold said premises, with the appurtenances, unto the said George Roush, his heirs and assigns, forever. And the said John R. Coupland, for himself and heirs, do hereby covenant with said George Roush, his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the premises

are free and clear from all incumberances whatsoever; and that he will forever warrant and defend the same, with the appurtenances,
281 unto the said George Roush, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said ha hereunto set hand and seal this sixth day of October, in the year of our Lord one thousand eight hundred and forty-seven.

JOHN R. COUPLAND, [SEAL.]
By his attorney in fact, KENDALL THOMAS.

Executed in presence of—
CHAS. RATHBONE.
JAMES M. WILKINSON.

THE STATE OF , *County, ss:*

Before me, James M. Wilkinson, a justice of the peace in and for said county, personally appeared the above-named John R. Coupland, by his attorney in fact, Kendall Thomas, who acknowledged the signing and sealing of the above conveyance to be the voluntary act and deed.

Given under my hand and [and] seal this sixth day of October, A. D. 1847.

JAMES M. WILKINSON, *J. Peace.*

Know all men by these presents that I, Eli Holycross, and Sarah Holycross, wife of said Eli Holycross, of the of Ohio, and of the county of Madison, in consideration of the sum of four hundred and twenty-five dollars in hand paid by Phillip Roush, of the county of Union and State of Ohio, have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said Philip Roush, his heirs and assigns, forever, the following premises situate in the county of
282 Union, in the State of Ohio, and in the Virginia military district, and bounded and described as follows, to wit: Part of survey No. 4067, (four thousand and sixty-seven,) beginning at two cherry trees and sugar in the west line of the original survey and corner to Thomas K. Mapes' tax claim in said survey; thence S. 9° E. 54 poles to a stake, corner to land sold Young Mapes; thence N 76 E. 294 poles to a stake; thence N. 48 E. 47 P. to a stake in the Sager Mill road; thence, with said road, N. 53½ W. 40 poles to a stake; thence in, thence south S. 76 W. 298 poles to the beginning, containing one hundred acres of land, be the same more or less: To have and to hold said premises, with the appurtenances, unto the said Philip Roush, his heirs and assigns, forever. And the said Eli Holycross and Sarah Holycross, his wife, for themselves and heirs, do hereby covenant with said Philip Roush, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all incumberances whatsoever; and that he will forever warrant and defend the same, with the appurtenances, unto the said Philip Roush, his heirs and assigns, against the lawful claims of all persons whomsoever.

In testimony whereof the said Eli Holycross and Sarah Holy-
283 cross, his wife, have hereunto set their hands and seals this nineteenth day of Sept., in the year one thousand eight hundred and fifty-one.

ELI HOLYCROSS. [SEAL.]
SARAH + HOLYCROSS. [SEAL.]

Executed in presence of—
JOHN P. BOWERS.
ELIZABETH JONES.

STATE OF OHIO, *Madison County, ss:*

Personally came before me John P. Bowers, a justice of the peace in and for said county, personally appeared the above-named Eli Holycross and Sarah Holycross, his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and Sarah Holycross, wife of said Eli Holycross, being at the same time examined by me, seperate and apart from her said husband, declared that she did voluntary sign and seal the above, and that she is still satisfied therewith, and that it is her voluntary act and deed.

Given under my hand and seal this nineteenth day of September, A. D. 1851.

JOHN P. BOWERS, *J. P.* [SEAL.]

Filed and recorded Sept. 22, 1851.

JAMES TURNER, *Recorder.*

THE STATE OF OHIO, *Union County, ss:*

I, John W. Thompson, recorder of the said county, do hereby certify that the foregoing are correct copies of deeds on record in my office.

284 In testimony whereof I have hereunto set my hand and affixed the seal of my said office, at Marysville, this 6th day of September, A. D. 1858.

[SEAL.] JOHN W. THOMPSON.

Depositions of witnesses taken in an action pending in the circuit court of the United States for the southern district of Ohio, wherein John Edmonson et al. are plaintiffs and Adam Bloomershine et als. are defendants, and for said defendants at the time and place hereinafter mentioned.

James W. Robinson, attorney for defendants, being present, no one appearing for plaintiffs.

Deposition Wm. Gabiel.

William Gabriel, of the county of Union, of lawful age, being first duly sworn by me, as hereinafter certified, deposes as follows:

Question by defendant. State whether you are acquainted with survey No. 4071 in Union County, Ohio. If so, who lived upon it in the year 1855, at the time of the commencement of this suit?

Answer. I am acquainted with it; Joseph Gibson, Gregory Hawley, George Hawley, and John Hawley, and Harvey Hawley, Andrew Keyes, and William Porter lived on it at that time, and now live on it, except Gibson.

Question by same. How long since the first improvement was

285 made on the 100 acres now owned by and in possession of Andrew Keyes? Describe in general terms the nature of the improvements made by him and those under whom he holds possession and claims title; state also its value at the time of the commencement of this suit.

Answer. The first improvement were made on that place some thirty years ago, or more; the farm is under a very fare state of improvement, all under fence, with a two-story frame house; the improvements on that 100 acres, in my opinion, are not worth less than $2,000.

Question by same. State whether possession of the farm has been held continuously by Andrew Keys, and those under whom he holds, from the time of the first improvement.

Answer. I think it was, at least as far back as thirty years.

Question by same. Answer the above interrogations as to the John Hawley place, upon which Gregory Hawley, John Hawley, George Hawley, and Harvey Hawley now live.

Answer. I should think the first improvement was made on that place over twenty-five years ago; I think John Hawley took possession of the place more than twenty-three years ago; the whole three hundred and twenty-five acres are under a fare state of improvement, with four
286 dwelling-houses; the whole improvements are worth at least $3,000; John Hawley, Gregory Hawley, George Hawley, and Harvey Hawley are children and heirs of John Hawley above named, who is now deceased, and they hold under him.

Question by same. Answer the above interrogations as to the part of said survey in possession of Wm. Porter.

Answer. The first improvements were made by William Porter, the present occupant, at least twenty-five years ago; the improvements are fare.

WM. GABRIEL.

Continued until to-morrow morning at 8 o'clock.

Deposition Jacob Parthemor.

TUESDAY, *October 20th*, 1857.

Examination of witnesses resumed; John Van Deman, present on part of plaintiffs. Jacob Parthemor, of the county of Union, of lawful age, being first duly sworn by me, as hereinafter certified, deposes as follows:

Question by def'ts. Where do you reside, and how long have you lived there?

Answer. I reside in Paris Township, Union Co., Ohio, and have resided there since February, 1833.

Question by same. Who lived on the 35 acres of land now in possession of Wm. Porter, in survey 4071, in February, 1833?

Answer. William Porter.

Question by same. State whether he has lived there continuously since that time.

287 Answer. He has.

Question by same. Give a general description of the improvements, and their value.

Answer. It is all improved, with a frame house on it; the improvements are worth at least a thousand dollars.

Question by same. Answer the same interrogations respecting the 100 acres in Andrew Keys' possession?

Answer. In 1830 Michael Davis lived on it; since that time it has been held by Joseph Morse, George Fairfield, and Andrew Keys, at different times.

Question by same. Has Keys, and those under whom he claims, held continously since the year 1830?

Answer. They have.

Question by same. Give a general description of the improvements, and their value.

Answer. There is a two-story frane house on it, and the land is under a good state of improvement; all under fence. The whole improvements are worth at least $2,000.

Question by same. Who lived upon the farm now in possession of

George Hawley, John Hawley, Gregory Hawley, and Harvey Hawley, in February, 1833?

Answer. John Hawley, their father.

Question by same. What was the condition of the improvements at that time?

Answer. There was a small improvement at that time; Hawly
288 had been on it a year or two. The principle part of the land is under fence. Improvements are worth at least $3,000 or $4,000.

Question by same. When did Joseph Gibson first have actual possession of the 76 acres now in possession of Anderson?

Answer. Widow Anderson was on it before February, 1833; Joseph Gibson afterwards married her, and continued in possession until his death, within the past year.

Question by same. What amount of improvement was made on it at that time, 1833?

Answer. There was a cabin on it, and a small field improved. The improvements at this time are worth not less than $1,000.

Question by same. State whether any improvements were made on the part of said suvey in possession of R. P. Mann as early as 1832.

Answer. I think not.

Question by same. When was the first improvements made on it, and by whom?

Answer. R. P. Mann purchased it, and I think the improvements were made by him. I cannot tell how long ago; my impression is that it was 15 or 20 years ago.

Question by same. Who made the first improvements on the place in the possession of Levi Lyon at the commencement of this suit, 98 acres in survey No. 4069?

289 Answer. William Impson and Lave, in the year 1831 or 1832.

Question by same. State whether or not Levi Lyon, and those under whom he held possession, continuously possessed it from that time to the commencement of this suit.

Answer. They did.

Question by same. Give a general description of the improvements and their value at the time of the commencement of this suit.

Answer. It was all under fence, with a small brick house on it. The improvements are worth not less than $1,000.

Question by same. There is five or six acres that he bought of Thos. Reed has been improved ,since 1830 or 1831. Asa Curze improved the balance, commencing some 10 or 15 years ago.

Question by same. Give a general description of the improvements and their value.

Answer. There is some thirty acres under fence; 12 or 15 acres have been cultivated in crops, with a small cabin on it. The whole improvements are not worth less than $500.

Question by same. Who made the first improvements on the Wm. Cratly place of 19 acres, and when? Give a description of their condition and value.

Answer. Wm. D. Smith, some 15 years ago. It is all under fence, with a small brick house on it. The improvements are worth at
290 least $300.

Question by same. When did John S. Fulton commence his improvement on the 108 acres now in his possession? Give a description of the condition and value of improvements at this time.

Answer. John S. Fulton made the first improvement on the place in the year 1834 or 1835. The principle part of it is under fence. It has

a two-story frame house on it. The whole improvements are worth not less than $2,000.

(The counsel agree that the witness may answer as to other matters without interrogations.)

Davis, a son-in-law of John S. Fulton, made the first improvement on the 21 acres in possession of Joseph Bair, at the commencement of this suit, the year 1835 or 1836; I am not certain about the time. It is all under fence, with an old frame house on it. The whole improvements are worth $250 or $300. Thomas Reed made the first improvement on the 90 acres in possession of Daniel Keys, in the year 1830 or 1831. He sold to Standest Colver, and Colver to Daniel Keys. The possession has been continuous since 1830 or 1831. It is all under fence; an old log cabin on it, and about 35 acres under cultivation; im provements are worth about $300. The first improvement on the 36 acres in pos-
291 session of Jackson G. Sprague was made by him about 12 or 15 years ago. The whole improvements are worth about $200. The first improvement on the 109 acres in possession of Hugh Moore was made by W. M. Page less than 21 years ago. Page sold to Moore. There is a good hewed-log house on it; about 40 acres under good improvement. The whole improvement worth not less than $500.

Cross-examination by plaintiffs.

Asa Caryle and Skinner bought the balance of the 100 acres, deducting the 5 or 6 acres which he purchased of Peter Igon, I believe. There were no improvements on it at that time.

JACOB PARTHEMOR.

Depo. of Levi Longbrake.

Also Levi Longbrake, of the county of Union, Ohio, of lawful age, being first duly sworn, as hereinafter certified, deposes as follows:

Question by def'ts. State whether you are acquainted with Adam Bloomershine, one of the defendants; and when did he commence improvements on the farm where he now resides, including 80 in survey No. 4067?

Answer. Yes, sir; I am acquainted with him. It is my impression he commenced there in 1833; I have no means of knowing the exact year.

Question by same. Give a general description of his improvements, with their value.

Answer. I have not the means of answering definitely.

292 Question by same. When did George Roush commence improvements on the 180 acres in survey 4067?

Answer. About the same time that Bloomershine commenced his improvements.

Question by same. When did John Dasher, the father of Philip Dasher, commence improvements on the 40 acres owned by Philip Dasher at the commencement of this suit?

Answer. At the same time Roush and Bloomershine commenced their improvements.

Question by same. When did Adam Kuhlman commence improvements on the 150 acres in survey 4067?

Answer. I think he came a year or two after Roush and Bloomershine.

Question by same. State the condition and value of his improvements in 1855.

Answer. I think the most of his land was fenced in; about 100 acres of cleared land; a brick house, one story and a half high. The whole improvements are worth $1,800 or $2,000.

Question by same. When did John M. Kerner commence his improvements on the 85 acres, survey 4067? Give a description of his improvements and their value in 1855.

Answer. His father commenced about 12 or 15 years ago; there were
25 or 30 acres improved in 1855, with a log house and log cabin;
293 the whole improvements are worth some $500 or $600.

Question by same. When did John M. Shiderer commence his improvements on the 177 acres, survey 4067, in his possession?

Answer. I think he commenced there between 1835 and '40; I think his land was all under fence; I do not know how much there was improved; but he had a pretty large improvement, a brick house, story and a half high, and log barn; the whole worth about $2,000.

Cross-examined.

There was no improvements on the lands above mentioned at the time each of them took possession; they were wild, uncultivated lands.

LEVI LONGBRAKE.

Philip Snider.

Also Philip Snider, of the county of Union, Ohio, of lawful age, being first duly sworn, as hereinafter certified, deposes as follows:

Questions by def'ts. When did you first become acquainted with John Dasher, now deceased, Adam Bloomershine, George Roush?

Answer. About the first of May, 1833.

Question by same. State where each of them respectively resided at that time.

Answer. Each of them lived on survey No. 4067. George Roush and Adam Bloomershine where they now live. John Dasher lived on the land owned in part by Philip Dasher and Adam Steinbouer at the com-
mencement of this suit. They had each of them a small cabin,
294 and were living in them at that time, 1833. I could not tell the
extent of their improvement at that time.

Question by same. Who made the first improvement on the 80 acres, survey 4067, now in possession of George Nicol?

Answer. George Ripper made the first improvement, about the year 1834. John Delp, John Adam Ell, Gotleip Ruppright, Jacob Seidle, John West, Sebastian Ell, John Geer, George P. Gunderman, and Adam Roush had each of them valuable improvements on the places where they respectively resided in 1855.

The witness, upon reflection, states that John Dasher did not live on the Philip Dasher and Adam Steinbower place in 1833, but moved on it afterwards; in 1834, I think. In 1833 John Dasher lived in a cabin on the Roush or Bloomershine place.

PHILIP SNIDER.

Also Aquilla Turnier, of the county of Union, Ohio, of lawful age, being first duly sworn, as hereinafter certified, deposes as follows:

Question by def'ts. When did James Smith take possession of his 112 acres in survey No. 4073; Christian Smith, of his 100 acres, same survey; and William Smith, of his 77 acres, in same survey?

Answer. About seven years ago. They bought of William E. Lee,

who had possession two or three years before that. William
295 since sold 56 acres to S. T. Organ. There were valuable improvements on each of these places in the year 1855. George H. Turner bought his 81 acres of Wm. E. Lee, who had the same in possession, the same as that of the Smiths; he had valuable improvements on his place in 1855. Hamilton Blue and Josiah Blue have 61 acres each, which have been improved the same length of time of Smiths', and are valuable. John Baker now ownes the 55 acres which Andrew Baker bought of Wm. E. Lee, in same survey, and the improvements on this lot are about the same age as the others, and are valuable. Robert Sharp's 108 acres in same survey have been improved to some extent for about 6 years; Sharp's improvements are worth from $300 to $500. There are valuable improvements on the 107 acres owned by S. T. Organ.

AQUILLA TURNER.

John D. Van Deman, att'y for plaintiff, was not present at the examination of the last witness, Aquilla Turner. It was agreed by counsel at different times during the examination of the witnesses, that no exceptions should be taken by either party on account of statements being made by witnesses without questions being written out to which the statements were responsive.

I, M. C. Lawrence, a notary public for the State of Ohio, in and for the county of Union, do hereby certify that the above-named
296 William Gabriel, Jacob Parthemor, Levi Longbrake, Philip Snider, and Aquilla Turner were by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing depositions by them respectively subscribed were reduced to writing by me, and written, and by said witnesses respectively subscribed in my presence, and were taken at the court-house in the town of Marysville, Union County, Ohio, by consent of parties; that the deposition of William Gabriel was taken on October 19th, 1857, and the balance on the 20th of October, 1857, as therein stated.

In testimony whereof I have hereunto set my hand and notarial seal, at Marysville, Union County, Ohio, this 20th day of October, A. D. 1857.

[SEAL.] W. C. LAWRENCE,
Notary Public.

Notice.

Circuit court of the U. States for the southern district of Ohio.

EDMONSON AND OTHERS
v.
BLOOMERSHINE AND OTHERS. } In chancery.

To Messrs. Powell and Van Deman, attorneys for the complainant:

This is to give you notice that upon the application of the above-named defendants, and in pursuance of the act of Congress in such case made and provided, I shall proceed, on the 16th day of June, 1858, at 9 o'clock in the morning of that day, to take the deposition of
297 Philo White and others, at the office of P. B. Wilcox, on Third street, in the city of Columbus, Ohio, continuing the taken thereof, if need be, from day to day, until completed, which depositions are to be used as evidence on the hearing of the above case, the said witnesses living more than 100 miles from Cincinnati, in the district afore-

said, the place of trial; at the taking whereof, at the time and place aforesaid, you may attend and cross-examine the witnesses, if you please.

Witness my signature and seal of office this 7th day of June, A. D. 1858.

[SEAL.] JAMES S. AUSTIN,
Notary Public in and for Franklin County, Ohio.

We acknowledge due service of the above notice this 9th day of June, 1858.

POWELL & VAN DEMAN,
Att'ys for Pl'ff.

Deposition of witnesses taken on the 16th day of June, 1858, at 9 o'clock in the morning of that day, at the office of P. B. Wilcox, on Third street, in the city of Columbus, Ohio, to be read in evidence on the part of the defendants in a certain suit in chancery pending in the circuit court of the United States for the southern district of Ohio, wherein Edmonson and others are complainants, and Bloomershine and others are defendants, in pursuance the notice hereto attached.

Depo. of N. H. Swayne.

Noah H. Swayne, of lawful age, being produced and sworn and examined on behalf of the above-named defendants, deposes and
298 says:

I. Please state your residence & occupation.

Answer. I am a citizen of Columbus, and a practicing member of the bar.

II. Please state whether you are acquanted with the handwriting of Wm. Henry Harrison, late President of the United States.

Answer. I am. I had occasion to write him several letters, and received replies, and I believe I have seen him write in my office. He was a witness in the case of the United States against Colonel Johnson; our correspondence related to that case.

III. Please look at the papers now shown you, marked 1, 2, 3, 4, & 5, hereto annexed, your name written on each of them, and say whether they are the handwriting of said Harrison.

Answer. I have examined the papers refered to. I have no doubt they are in the handwriting of said Harrison.

And further this deponent saith not.

N. H. SWAYNE.

P. N. White.

Also at the same time and place, came Philo N. White, who, being sworn and examined in behalf of said defendants, says:

I. Please state your age, residence, & occupation.

Answer. My age is sixty-one years; my residence is Franklin County, Ohio; my present & occupation is farming; my occupation from
299 1820 to about 1852 was principaly surveying and locating Virginia military lands.

II. Please state whether you are acquainted with the handwriting of Col. Richard C. Anderson, late survey in general of the Virginia military district.

Answer. I am; I have frequently been at his office and seen him write, and have corresponded with him.

III. Please look at the papers now shown you, marked 6, 7, & 8, hereto annexed, your name written on each of them, and say whether they are the handwriting of said Anderson.

Answer. They are, without any doubt.

And further saith not this deponent.

P. N. WHITE.

THE UNITED STATES OF AMERICA,
State of Ohio, Franklin County, ss:

I, James S. Austin, notary public within and for said county of Franklin, do hereby certify that on the 16th day of June, A. D. 1858, at the office of P. B. Wilcox, situate on Third street, in the city of Columbus, Ohio, being the time and place specified in the notice issued by me in that behalf, and hereto annexed, before me came personally N. H. Swayne and P. N. White, who, after being carefully examin, and cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth in the cause named in the caption of these depositions, did respectively and each for himself, in my presence, subscribe the foregoing depositions after the same were reduced to writing by me; that the taking of said depositions was commenced at 9 o'clock in the morning, and closed at half past three in the afternoon, in pursuance of said notice; that all of the said witnesses live and have their place of dwelling more than one hundred miles distant from Cincinnati, in the State of Ohio, the place of trial; that I am not of counsel or attorney to either of the parties in the cause aforesaid, or in any manner whatsoever interested in the event thereof; and that said depositions, after being thus taken, were by me sealed up and directed to the judges of said court, and retained in my hands until they were deposited by me in the post office of said city of Columbus, on the day of their caption.

300

Witness my hand and official seal, at the city of Columbus, this 16th day of June, 1858.

[SEAL.] JAMES S. AUSTIN,
Notary Public within & for Franklin County, Ohio.

The following is the Exhibit No. 1 refered in depos.:

Exhibit 1.

CINCINNATI, 28 *Nov'r*, 1800.

DEAR MASSIE: I did not receive your letter of the 4th ultimo until the last evening. Col. Anderson has been a long time under a mistake, in supposing that the warrant which he has in his hands belonging to my brothers and sisters and myself, is one of the resolution warrants of Virginia. I always thought so myself, until I was in Virginia, this summer, when I found in the register's office in Richmond a copy of the warrant, which states that Doctor Rickman was on the continental establishment. However, the sooner it is located the better, and I hereby authorize you to do it, and oblige myself to allow you such part of the land as you may think reasonable, not exceeding one-third. I will write to you further on the subject from Anderson's office, (and enclose the warrant,) where I shall be in 10 or 12 days.

301

I am, with much respect, your friend,

WILL'M H. HARRISON.

Also Exhibit No. 2:

Exhibit No. 2.

CINCINNATI, *8th Dec'r*, 1800.

DEAR MASSIE: Wm. Sullivant has no authority to locate the warrant in the name of Elizabeth Rickman, dec'd, and I do hereby again authorize you to locate it, on the terms mentioned in my former letter. I saw some propositions made by Mr. Sulivant to my brother-in-law Mr. Coupland, but they were never acceeded to, nor had Mr. Coupland a right to do anything in the business. I set out for Kentucky to-morrow. On my arival at Louisville, I will write to you and enclose the warrant.

Yours,

WILL'M H. HARRISON.

HENRY MASSEY, Esq.

302 Also Exhibit No. 3, refered to in depositions:

Exhibit No. 3.

VINCENNES, *Jan'y* 18, 1800[1].

DEAR MASSEY: It was not in my power to obtain the warrant which I employed you to locate, as I passed through Kentucky, but Capt. Clarke, who is now on his way to Col. Anderson's office, will obtain it, & enclose it to you under cover of this letter.

I am your friend, & hum. serv't,

WM. H. HARRISON.

Exhibit No. 4, refered to in deposition:

Exhibit No. 4.

VINCENNES, *Jan'y 18th*, 1801.

SIR: Please to deliver to Captain William Clarke, the land warrant which you have in your hands in the name of my sister Elizabeth Rickman, which is the joint property of my brothers & sisters & myself, for the heirs of E. Rickman.

WILL'M H. HARRISON.

Col. RICHARD C. ANDERSON,
Jefferson County, Kentucky.

Exhib't No. 5:

Exhibit No. 5.

VINCENNES, *19th March*, 1802.

DEAR SIR: I received, the post before last, your letter of the 20th ultimo. You say that there are 160 dollars due on the lands of E. Rickman for fees to Col. Anderson, & for taxes. Col. Anderson fees were paid more than ten years ago; the taxes will be paid by my brother-in-law David Coupland, of Buckingham County, Virginia, to whose
303 son I have given my share of the land. When you go to Richmond, enquire of Mr. Isham Randolph, of Compthil, near Manchester, who will give you information respecting Mr. Coupland, from whom you will receive every necessary direction relative to the land in question, & who will agree with you as to the principles upon which a division is to be made. Altho' the warrant obtained by E. Rickman was

on a resolution of the assembly of Virginia, yet that resolution was antecedent to the cession of the western county by Virginia, and therefore supposed to be provided for in the act of session by Ms. Doctor Rickman, for whose services the warrant was issued, was on the continental establishment of Virginia. However, I think you had better, to avoid all disputes, have the patent taken out as soon as possible. Should you meet with my brother Carter, in Richmond, you can show him this letter, and he may probably arrange the business of this land with you.

I am, d'r Massie, your friend,

WM. H. HARRISON,

HENRY MASSIE, Esq.

Exhibit No. 7:

Exhibit No. 7.

SOLDIER'S RETREAT, *May* 16, 1801.

Mr. Kerr must have taken the leading entry away with him, as I have it not, in consequence of which I have not been able to make Rickman's entries. If you do not come down shortly, provided you
304 apprehend any danger, you had better send them down; all the other entries are here. I have written Mr. McArther to survey entry on the waters of Deer Creek, in the name of Francis Dade. Will you be pleased to mention the matter to him, as I am anxious to have it done?

Very respectfully, I am, sir, your most obedient servant,

RICHARD C. ANDERSON.

Exhibit No. 8:

Exhibit No. 8.

SOLDIER'S RETREAT, *July 14th*, 1801.

You will receive by Mr. Davis, Colo. Overton's survey. Perhaps you may not be acquainted with circumstance, and as I now think of it, I will inform you that there is a balance of eighty acres yet to enter from a survey of his, which quanty was lost by prior claims before this came to hand. You will see Mr. Kerr, who will inform you that there is no entry as yet made for Mr. Rickman, by your direction. Would it not be well to send the entries down as early as possible for that purpose? Mr. Sullivant is to be here in August, and probably before you come down. When you do come, I wish to settle with you for those Mr. Kerr has a memorandum of, and probably more. If you could with convenience, bring a list of the delinquent.

Respectfully, I am, dear sir, your most obedient sevent,

RICHARD C. ANDERSON.

305 *Depo. of A. Chapman.*

UNITED STATES OF AMERICA,
District of Columbia, County of Washington, ss:

Deposition of Alfred Chapman, a witness, taken before me, William B. Magruder, mayor of the city of Washington, at my office in said city, in the county and District aforesaid, on the 9th day of April, A. D. 1858, to be read in evidence on the part of the complainant in a suit in chancery now pending in the circuit court of the United

States in and for the southern district of Ohio, wherein John Edmonson at al. are plaintiffs, and Adam Bloomershine at al. are defendants.

The said Alfred Chapman, of lawful age, and now residing in said city of Washington, after being duly sworn, deposes and says that some time in the month of September, in the year eighteen hundred and fifty-two, he paid a visit to the town of Staunton, in the State of Virginia, and a conversation held with him by Littleton Waddell, esq., he was inform that Dr. William Rickman had served in the law of the revolution, and was perhaps entitled to something, or rather his heirs, on account of his services, and he was requested by Mr. Waddell, who was a particular friend of his, to look into the matter upon his return to the city of Washington. The impression with Mr. Waddell seemed to be that he was entitled to half-pay to the time of his death. Upon getting back to Washington he found it necessary
306 to get a power of attorney from the parties in interest to examine the papers or anything of record in the Pension Office. He thereupon obtained a power of attorney from Mr. Waddell and wife, and wrote to Mr. John Edmondson for a like power from him, which was sent to him on the 11th of October, 1852. In transmitting this power Mr. Edmondson desired him to inform him if anything that might be found of interest. Upon examination he found that Dr. Rickman was not, in his opinion, entitled to half-pay, but to commutation, as he was in continental service, which could only be paid by express act of Congress. In the same letter he informs Mr. Edmondson that Dr. Rickman had received bounty land of 6,666⅔ acres, of which fact he, deponent, was not previously apprised, and does not now think that Mr. Waddell knew it at the time he requested an examination to be made. To that letter Mr. Edmondson replied, from Clarksburg, Virginia, where he believes he was then living, very promptly, expressing surprise that any land had ever been given for the services of Dr. Rickman, and neither he nor Mr. Waddell should have heard of it, as they were the persons who should have received it, Mr. Waddell in right of his wife, and
307 asking that the No. of the warrant should be given him, in whose favor issued, &c. That if it had been carried into grant it was done by fraud. To which deponent replied, on the 8th of November, 1852, that the warrant was numbered 2245; that it issued in favor of Elizabeth Rickman, widow of Dr. William Rickman; that it had been satisfied by location in the Virginia military district, Ohio, by sundry surveys, carried into patent in the names of Lucy Singleton, David Coupland, Ann Coupland, Sallie Mige, Benjamin Harrison, jr., William Harrison, and Carter Harrison, who were stated in the papers in the General Land Office, whence he got his information, to be the legal representatives of Elizabeth Rickman, widow and devisee of Dr. Rickman; and that a grant was made out of the same land to the amount of 2,200 acres to Henry Massie by the above parties for surveying and attending to the locating; and deponent further says that he advised Mr. Edmondson to apply to E. P. Kendrick, surveyor of the mil. lands, at Chilicothe, Ohio, for additional information.

And deponent further says, that in repeated conversations held with Mr. Waddell since the time first mentioned, he always manifested surprise at the disposition made of the lands in question, and inequivocally shewed that he heard nothing of the matter before informed by
308 deponent, and deponent judges from the tenor of Mr. Edmondson's letters that he had heard nothing of said disposition of the lands in question, or if the same being allowed for Dr. Rickman's services, until informed by him. Deponent has had exhibited to him

two letters hereto attached, marked A & B, dated respectfully the 20th Oct. and 8th Nov'r, 1852, and purporting to be written by him, which he says are the identical letters written by him to John Edmondson, as stated above in this deposition; all of which, to the best of his knowledge, belief, and recollection, he states to be true.

And further saith not.

ALFRED CHAPMAN.

UNITED STATES OF AMERICA,
District of Columbia, County of Washington:

I, William B. Magruder, mayor of the city of Washington, in the county and district aforesaid, do hereby certify that on the 9th day of April, 1858, at my office in said city, county, and District, being the time and place mentioned in the above caption, before me came personally the above-named Alfred Chapman, and, after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth in the cause aforesaid, did, for himself, in my presence, subscribe the foregoing deposition after the same had been reduced to writing by himself; that I am not of counsel or attorney to
309 either of the parties in the cause aforesaid, or in any manner whatever interested in the event thereof; that no notice was given to the defendants, or their attorneys, as neither of them is within one hundred miles the city of Washington, the place of the taking of this deposition; and that the said witness resides and lives at a greater distance than one hundred miles from the city of Cincinnati, Ohio. All which is certified at the city of Washington aforesaid, in the county and district aforesaid, by me, this 9th day of April, A. D. 1858.

[SEAL.] WM. B. MAGRUDER,
Mayor of the City of Washington.

Attest: WILLIAM MORGAN, *Reg'r.*

The following are the exhibits refered to in the foregoing deposition, marked A & B:

Exhibit A.

WASHINGTON CITY, *Oct. 20th*, 1852.

DEAR SIR: Your letter of the 11th instant has been received. When I was in Stanton a short time since my friend Mr. Waddell requested me to look into the case and see what could be done. I did not know that it had, as you state, been once rejected, nor did Mr. Waddell know what could be claimed. I have not been able yet to get the Capital, where the papers are of file, but find that Dr. Rickman was in the continental service; of course not entitled to ½-pay, but only to com-
310 mutation, if our construction is received as to what was his intention when writing his letter requesting "under the new arrangement, &c." I find also, by examination at the Pension Office, that he received his bounty land, 6,666⅔ acres, which I did not know until I arrived here. It as necessay to have a power of attorney to get sight at the papers. If entitled to commutation it is for Congress to pass the claim, and there is such delay there that it may be almost said there is no hope. Upon examination if I find a new face to the case, I will inform you.

I was acting as the friend of Mr. Waddell, not as agent.

Truly yours,

A. CHAPMAN.

Also Exhibit "B:"

Exhibit B.

WASHINGTON CITY, *Nov.* 8, 1852.

DEAR SIR: Your letter was received night before last. I find that the No. of Dr. Rickman's warrant was 2245, issued in favor of Elizabeth Rickman, widow of Dr. Rickman; has been satisfied by location in the Va. military district, Ohio, by sundry surveys, carried into patent; grant made in the name of Lucy Singleton, David Coupland, Ann Coupland, Sallie Mirge, Benjamin Harrison, jr., Wm. Harrison, and Carter Harrison, being the legal representatives of Elizabeth Rickman, widow and devisee of Dr. Rickman. A grant was made of 2,200 acres
311 of the above to Henry Massie by the above parties for surveying and attending to the locating. E. P. Kendrick, surveyor Va. military lands at Chilicothe, Ohio, could give you the best information in regard to their present position & title. I will write to him to do so if you wish it, or you could do so. To insure his attention, perhaps a small fee would be necessary. However, perhaps it would be best to write first and see, and then get him to act and pay them.

Command me at all times.

Very resp. & truly, yours,

A. CHAPMAN.

UNITED STATES OF AMERICA,
District of Columbia, County and City of Washington, ss:

Deposition of Charles Fenton Mercer, taken before me, William B. Magruder, mayor of the city of Washington, at the house of Mrs. Jane Taylor, in the said city of Washington, on the twenty-second day of January, 1858, to be read in evidence on the part of the defendant, in a suit in chancery now pending in the circuit court of the United States in and for the southern district of Ohio, wherein John Edmondson and others are plaintiffs and Adam Bloomershine and others are defendants; and also the deposition of Peter V. Daniel, taken
312 before me, the said mayor, in the same case, at the dwelling-house of the said Peter V. Daniel, in said city of Washington, on the second day of March, 1858, to be also read on the part of said defendant.

Depo. of P. V. Danil.

And the said Peter V. Daniel, first being sworn to testify the truth, the whole truth, and nothing but the truth, deposeth and saith as follows:

I have now before me a paper purporting to be the copy of an entry upon the records of Henicco County, in the State of Virginia, which paper writing is in the following words:

"In Henrico County, Janua'y 6th, 1807.

"This day Edmond Randolph made oath in open court as follows, to wit: I was well acquainted with all the children of the former Benjamin Harrison, esqr., late governor of Virginia. They were Mrs. Elizabeth Rickman, wife of Doctor William Rickman; Benjamin Harrison, late of

Berkely, deceased; Mrs. Lucy Singleton, now living; Carter Bassett Harrison, now living; William Harrison, now living; Ann Copeland, wife of David Copeland, now living; and Sally Minge, living, I believe, though I am not certain; Benjamin Harrison, jr., the only son and child of the late Benjamin Harrison, is under age; and Carter B. Harrison is his guardian. Mrs. Rickman left no children.

(Signed) "EDMOND RANDOLPH.

313 "JANUARY 6, 1807."

I am requested to state my knowledge of the several persons named in the above-mentioned paper writing or affidavit, (including that of Mr. Randolph,) and my opinion and knowledge of their claim to credibility and confidence. In accordance with this request, I state and declare as follows of the gentlemen styled in the affidavit of Mr. Randolph: The former Benjamin Harrison, esq'r., late governor of Virginia, I never had a personal knowledge. The history of my native State, (Virginia,) as well as tradition, informs me that he was a gentleman of wealth and distinction; that he was once governor of Virginia; and that was deputed by the State with George Wythe, Thomas Jefferson, and others, to that assembly of great men who proclaimed the seperation of their country from Britain, and his name is signed to the instrument by which the independence of his country was declared. With Benjamin Harrison, of Berksley, and Carter B. Harrison, sons of this gentleman, though they were by many years my seniors, I was acquainted in my youth. William Harrison, mentioned in the affidavit as another son of Governor Harrison, was General William Henry Harrison, late President of the United States. The Benjamin Har-

314 rison, jr., spoken of as being a minor, I knew very well; he was, I think, about my own age. Of Mrs. Rickman, or Mrs. Minge, I know nothing. I have seen Mrs. Copeland and her husband, David Copeland, and was acquainted with some of their children. Mistress Lucy Singleton, who was first married to Mr. Randolph, of Wilton, and afterwards to Captain Singleton, an officer in the army of the American revolution, I also recollect; she was a most venerable old lady, died at a very advanced age in the city of Richmond. Of the late Honorable Edmond Randolph, there is perhaps no person as well qualified to speak as I am; having acquired my legal education in his office, and under his instruction, and having subsequently, by marriage with his youngest daughter, become a member of his family. Of this gentleman, from the distinguished part he has borne on the theatre of public life, first as attorney general and governor of his native State, next as a prominent member both of the convention which formed and of that which adopted the Federal Constitution; and then, as Attorney General, and Secretary of State of the United States, it is needless to think even of testimonials of his position and credit, however grateful it may be to those who best knew him to revive the recollection of his many virtues as a man

315 and a Christian. With respect to the several persons named in and connected with the affidavit or paper writing in question, I hereby solemnly declare that they belonged to the most devoted and worthy class of the comunity of which they were members, and I give it as my sincere belief that nowhere can or could have been found persons more worthy of credit or more properly exempt from imputation of fraud or falsehood, or of anything whatsoever that was dishonorable.

And further this deponent saith not.

PETER V. DANIEL.

C. F. Mercer.

Charles Fenton Mercer, first being sworn to testify the truth, the whole truth, and nothing but the truth, deposeth and saith:

Int. 1st. Please state your age and place of residence.

Answer. I am in my eightieth year, and reside at present at Howard, in the county of Fairfax, three miles from the city of Alexander, in the State of Virginia.

Interrogatory 2nd. Please look at the paper annexed to this deposition, which purports to be a copy of an affidavit made by Edmond Randolph, in Henrico County, January sixth, 1807, and state, if personally, or by reputation, you knew the persons therein named, or any of them, and whether you knew they or any of them to be the persons they are therein stated and described to be.

316 Answer. I was intimately acquainted with Edmond Randolph, a former governor of Virginia, Secretary of State of the United States afterwards under the administration of General George Washington, first President of the United States, and also with Benjamin Harrison, and William Henry Harrison, afterwards President of the United States, and their sister Sally Harrison, who married Mr. Minge, a gentleman of large fortune and great respectability, residing on the banks of James River, many miles below Richmond, and also with Mrs. Lucy Singleton, whose maiden name was Harrison. I knew also, though not intimately, Carter B. Harrison, and Mrs. Copeland—all children, as I have understood, and I believe, of the former Governor Harrison, of the State of Virginia. I did not know personally Mrs. Rickman, the lady named in the affidavit. I also knew Benjamin Harrison, jun'r, whose father, Benjamin Harrison, my father's youngest sister, Anne Mercer, and was my first cousin; he is now deed.

Interrogatory 3rd. Please state if the persons named in your last answer were personally or by reputation known to you to be persons of high respectability and fair character for integrity and honesty.

317 Answer. Those persons whom I knew of the persons named in my last answer I believe to have been persons of fair character and much respected in the society in which they lived.

Interrogatory 4th. From your knowledge of Mr. Randolph, and of his character, would you or would you not give credit to his testimony under oath?

Answer. In reply to this interrogatory I have no hesitation in saying that I have implicit confidence in the truth of Edmond Randolph's statement of the children of the former Governor Harrison, and of their connections, and that he, the affiant, must have personally known them all.

And further this affiant saith not.

C. F. MERCER.

UNITED STATES OF AMERICA,
District of Columbia, County and City of Washington, ss:

I, William B. Magruder, mayor of the city of Washington aforesaid, do hereby certify that on the twenty-second of January, 1858, at the house of Jane Taylor, in the said city, being the time and place mentioned in the above caption, personally came before me the above-named Charles Fenton Mercer, and also on the second of March, 1858, at the dwelling-house of Peter V. Damiel, in said city of Washington, being the time and place mentioned in the above caption, personally came

318 before me the above-named Peter V. Damiel, who, being by me severally carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth in the cause aforesaid, did respectively and each for himself in my presence subscribe the aforegoing and annexed depositions, after the same had been reduced to writing by me; that I am not counsel or attorney to either of the parties in the cause aforesaid, or in any manner whatever interested in the event thereof; that no notice has given to the plaintiffs, or their attorney, as neither of them is within one hundred miles of Washington City, the place of taking these depositions; and that the said Charles Fenton Mercer and Peter V. Damiel reside and live at a greater distance than one hundred miles from the city of Cincinnati, in the southern district of Ohio; and that these depositions are sealed up and directed by me as appears upon the envelope enclosing the same. All of which is certified at Washington City aforesaid, in the county of Washington aforesaid, by me the second day of March, 1858.

W. B. MAGRUDER,
Mayor of the City of Washington.

STATE OF VIRGINIA, *Town of Staunton, to wit:*

319 The depositions of Joseph Smith, Susan A. Poole, and Nicholas C. Kinney, taken before me, mayor of Staunton, in the State aforesaid, on the twenty-fourth day of August, one thousand eight hundred and fifty-seven, at my office in the town and State aforesaid, to be read as evidence in behalf of the plaintiffs in a certain cause depending and undetermined in the circuit court of the United States for the southern district of Ohio, at Cincinnati, wherein John Edmonson & Littleton Waddell and Elizabeth, his wife, are plaintiffs; and Adam Bloomershine, Conrad Doelinger, John S. Doelinger, John Delph, John Adam Ell, Garrett Harris, Adam Kuhlman, John M. Kerner, George Nichol, George Rouch, jr., Philip Rouch, George Rouch, Salbert Rupreight, 2d, John M, Shiderer, Adam Steinbower, Jacob Sidell, William Campbell, Asa Caryl, and others, defendants.

The said deponent, Joseph Smith, being first carefully examined, cautioned, and sworn to tell the whole truth, doth depose and say that he lives at a greater distance from the city of Cincinnati, in the State of Ohio, where the said cause is depending, than one hundred miles; further, he saith he is acquainted with the plaintiff, the said John Edmondson and L. Waddell & wife, and that the said John Edmonson & Elizabeth Waddell are the only children, heirs, and legal represent-
320 atives of John Edmondson, the elder, late of said town, deceased, with whom he was also well acquainted; and that said John Edmondson, the elder, left no other heirs him surviving than the said John Edmondson & the said Elizabeth Waddell, the said plaintiffs; and further, deponent saith that he is seventy-two years of age.

And further saith not.

J. SMITH.

And the said Nicholas C. Kinney, being first carefully examined, cautioned, and sworn to tell the whole truth, depose and says that he lives at a greater distance from the city of Cincinnati, in the State of Ohio, where the said cause is depending, than one hundred miles; further, he saith that he was well acquainted with John Edmondson, the elder, late of Staunton, deceased; that he left as his only children & heirs, to

wit, John Edmondson, (the younger,) & Elizabeth, the wife of Littleton Waddell, who are the plaintiffs in said cause; that deponent has been from a period anterior to the death of said John Edmondson a citizen of Staunton, in the State of Virginia; and that he, deponent, is now sixty-four years of age, and is well acquainted with the plaintiff.

And further saith not.

N. McKINNEY.

And the said Susan A. Poole, being first carefully examined, cautioned, and sworn to tell the truth, the whole truth, doth de-
321 pose and say that she lives at a greater distance than one hundred miles from the city of Cincinnati, in the State of Ohio, where the said cause is depending; further, she was well acquainted with John Edmondson, the elder, late of Staunton, Virginia, deceased, and knew that he was the husband of Elizabeth Rickman, the widow of Dr. Rickman, late of Charles City County, Virginia, and that her maiden name was Elizabeth, and was a daughter of Governor Benjamin Harrison, the elder, & sister of Sir Benjamin Harrison, the younger; that said John Edmondson, (the elder,) after the death of his said wife Elizabeth, intermarried with Lucy Cocke, of Surry County, Virginia, who was an aunt to deponent; and that the said John Edmondson, (the elder,) died leaving, as his only children & legal representatives, John Edmondson, (the younger,) and Elizabeth Waddell, the wife of Littleton Waddell, the plaintiff in said cause; deponent further says that, independent of her knowledge and belief, it was the common reputation of the neighborhood in which they lived that the s'd John Edmondson (the elder) and the said Elizabeth Rickman were married and lived together as husband and wife until her death.

And further saith not.

SUSAN A. POOLE.

322 I, Nicholas K. Trout, mayor of the town of Staunton, in the State of Virginia, duly elected, sworn, and acting as such, do certify that at the request of the said John Edmondson & Littleton Waddell and Elizabeth, his wife, I caused the above-named Joseph Smith, Nicholas C. Kenney, and Susan A. Poole, persons of lawful age and competent to testify in court, to come before me at the time and place in the caption stated, because the said witnesses reside at a greater distance than one hundred miles from Cincinnati, the place of holding the said court of the United States, as stated in the caption; and further, that I am not counsel or attorney for either or any of the parties, or interested in the event of the cause; that said witnesses were by me carefully examined, cautioned, and sworn then & there to testify the whole truth; that the foregoing depositions were wholly reduced to writing by me in the presence of the witnesses deposing, all of which is certified to said court as the cause whereof these depositions are taken & for the manner they are done.

NICH. K. TROUT,
Mayor of Staunton.

STATE OF VIRGINIA,
Clerk's Office of the Court of Hustings
323 *for the town of Staunton, to wit:*

I, James F. Patterson, clerk of the court aforesaid, in the State of Virginia, do certify that Nicholas K. Trout, esq'r, whose genuine signature is subscribed to the above certificate, is now, and was at the

time of signing said certificate, mayor of the town of Staunton, duly elected and qualified according to law, and that full faith and credit are due and ought to be given to all his official acts as such.

In witness whereof I have hereto subscribed my name and affixed the seal of the said court the 26th day of August, one thousand eight hundred and fifty-seven.

[SEAL.] JAMES F. PATTERSON, *Clk.*

In the United States circuit court for the southern district of Iowa.

JOHN EDMONDSON ET AL.
vs.
ADAM BLOOMERSHINE & AL. } In chancery.

The defendants and their counsel will take notice that the plaintiffs in this case will take depositions at the clerk's office, at the court-house in Staunton, Augusta County, Virginia, on the first Monday in May, 1856, between the hours of 9 o'clock a. m. and the same hour p. m. of that day, March 19, 1856.

T. W. POWELL,
Solicitor for the Plaintiffs.

324 To P. B. WILCOX, Esq.,
Solicitor for Defendants.

I acknowledge service of the above notice on me this 20th day of March, 1856.

V. B. WILCOX,
Sol. for Def'ts.

JOHN EDMONDSON & AL.
vs.
ADAM BLOOMERSHINE & AL.

Depositions taken this first Monday (the fifth day of the month) of May, 1856, in pursuance of the notice herewith returned, at the clerk's office of the county court of Augusta County, Virginia, in the town of Staunton, Va., before John N. Hendrew, com. in chancery of the circuit court of Augusta County, State of Va., & intended to be read in evidence upon the trial of a chancery suit between the above-named parties, now pending in the United States circuit court for the southern district of the State of Ohio, holden in the city of Cincinnati.

Sam'l Clarke.

Samuel Clarke, a witness of lawful age, introduced by the pl'ffs, having been first sworn & interrogated, deposes as follows:

Question by pl'ffs. Were you acquainted with John Edmondson, now dec'd, and with his family. If yea, please state how many children
325 he had, their names, how many of them are now living, their names residences, &c.

Ans. I knew John Edmondson, the father of the pl'ff, John Edmondson, for some two or three years prior to & immediately preceeding his death. He was living, while I knew him, in the county of Augusta, State of Va., some two or three miles distant from the town of Staunton. He left, at his death, his widow and two children surviving him, viz., John Edmondson, and a daughter, by name Elizabeth, who afterwards intermarried with, and is now the wife of,

Lyttleton Waddell, esq., of this town. For the widow and two children I transacted business (business connected with the estate of Mr. Edmondson) for many years, under an order of the old chancery court holden at this place, they being the only distributees of the estate.

& further says not.

SAM'L CLARKE.

Depo. of Jos. Smith.

Joseph Smith, another witness, of lawful age, introduced by the plaintiffs, having been first sworn and interrogated, deposes, in answer to the question propounded on foregoing page to the witness, Samuel Clarke, as follows:

Ans. I knew John Edmondson (the father of the pl'ff John) and his wife and family, when they first came to reside in this county of
326 Augusta, Va.; s'd John Edmondson had, while I knew him, three children, viz., Susan, Elizabeth, & John; Susan died in infancy, so that s'd John Edmondson left at his death (which happened in the year 1802) his widow, and only two children, viz., John & Elizabeth, to survive him. Elizabeth is now the wife of Lyttleton Waddell, esq., of this town.

& further says not.

J. SMITH.

STATE OF VIRGINIA, *Augusta Co., to wit:*

I, John N. Hendrew, comm'r in ch'y of the circuit court of Augusta County, State of Virginia, do certify that the foregoing depositions of Samuel Clarke & Joseph Smith were taken, sworn to, and subscribed before me at the place named in the caption, and between the hours of 9 a. m. and 9 p. m. of this the 5th day of May, 1856.

Given under my hand, as com'r as aforesaid, this 5th day of May, 1856.

J. N. HENDREW.

STATE OF VIRGINIA, *&c.:*

I, Nicholas C. Kinney, clerk of the circuit court of Augusta County, in the State aforesaid, do hereby certify that John N. Hendrew, esquire, whose name is affixed to the foregoing certificate of attestation, is now, and was at the time of signing the same, commissioner in chan-
327 cery for the said county of Augusta, duly appointed and qualified according to law, and that full faith and credit is due, and ought to be given, to all his acts and deeds as such.

In testimony whereof I have hereunto set my hand & affixed the seal of the said court this 5th day of May, in the year of our Lord 1866, and in the 80th year of the Commonwealth.

[SEAL.] NICH. C. KINNEY, *C. C.*

STATE OF VIRGINIA, *ss:*

I, Lucas P. Thompson, judge of the circuit court of Augusta County, in the State aforesaid, do hereby certify that Nicholas C. Kinney, whose name is affixed to the foregoing certificate of attestation, is now, and was at the time of signing the same, clerk of the said court, duly elected and qualified according to law, and that full faith and credit is due and ought to be given to all his acts and deeds as such.

In witness whereof I have hereunto set my hand and seal this 5th day of May, 1856.

LUCAS P. THOMPSON. [SEAL.]

Objections to depositions.

The within depositions are objected to on the followings grounds:
1. The officer taken them was merely a master in chancery in the State of Virginia, & is not authorized by law.
2. Not sworn to testify the whole truth.
3. It does not show who reduced the depositions to writing.
4. It does not show the officer was disinterested.
5. It does not show the dep'ons was retained by the officer until
328 sealed & directed.

WILCOX & ROBINS, *for Deft's.*

STATE OF VIRGINIA, *Town of Staunton, to wit:*

Be it remembered that on the third day of October, A. D. 1857, I proceeded, at my office in the town aforesaid, of which town I am mayor, to take the following deposition, intended to be read as evidence in behalf of the plaintiffs, in a cause depending in the circuit court of the United States, held at Cincinnati, in which Lyttleton Waddell & wife, and John Edmondson are plaintiffs, and Adam Bloomershine, Conrad Delinger, John L. Delinger, John Deep, John Adamee, Garrett Harris, Adam Kuhlman, John M. Kirner, George Nicol, George Roust, jr., Philip Roush, George Roush, Garrett Rupreight, (2d,) John M. Shider, Adam Steanbouer, Jacob Sidell, William Campbell, Asa Caryle, Sebastian Ell, John S. Fisher, John Geer, George Gunderman, James Hughes, Daniel Keyes, Levi Lyon, Hugh Moore, Adam Roush, Jackson G. Spauge, Maims Wasson, Hamilton Blue, Jones Blue, Andrew Barker, J. L. Jonas, Andrew Nicholson, S. T. Organ, Robert Shut, Christian Smith, James Snith, George H. Turner, Gregory Hawley, John Hawley, William Smith, William Cralley, B. F. Kelsey, Joseph Gibson, &
329 William Drake are defendants, it being proved before me that the witness resides at a greater distance from the place of taken one hundred miles, and that the place of taking this deposition is more than one hundred miles from the place of residence of the said defendants or their attorneys, and I certify that I am not of counsel or attorney for either party. I have no interest in the controversy, or the result thereof. And I further certify that Alfred Chapman, esquire, the said witness, has been carefully examined and cautioned, and sworn to testify the whole truth.

A. Chapman.

The said witness being introduced by the said plaintiffs, and being of lawful age, and in every respect competent, says:

During the month of September, in the year 1852, I visited the town of Staunton, being then a resident of the city of Washington, and happening to meet Mr. Littleton Waddell, he remarked that he was satisfied that the heirs of Doctor William Rickman were entitled to something from the general government for his revolutionary services, and requested me to look into the subject for him upon my return to Washington City. On the 20th of October, 1852, I wrote to Mr. John Edmondson, to whom I had previously communicated the request of Mr. Waddell, and from whom it was necessary to derive authority to look
330 into the papers, that Dr. Rickman was not entitled to half-pay, but only to commutation, and that only provided a certain construction was given to the words of his resignation; and I moreover

informed him that Dr. Rickman had received his bounty land of six thousand six hundred sixty-six and two-thirds acres. Mr. Edmondson immediately replied, asking me to furnish him the No. of warrant; whether it had been satisfied by location; and, if so, where, and by whom; that if it had been carried into grant, it had been done by fraud and in violation of the rights of himself and others entitled to the same; and that this was the first that they had ever heard of the matter.

On the 8th of November, 1852, I wrote to Mr. Edmondson, aforesaid, that Dr. Rickman's warrant was numbered 2245; that it issued in favor of Elizabeth Rickman, widow of the doctor, and had been satisfied by location in the Virginia military district, Ohio, by sundry surveys; grants made in the name of Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jr., W. Harrison, being the legal representatives as stated upon the record of Elizabeth Rickman, widow and devisee of Dr. William Rickman, that a grant of
331 twenty-two hundred acres of the above was to Henry Massie by the above parties, for surveying the above lands and attending to the location; and refered him to E. P. Kendrick, surveyor, &c., for position, title, &c.

I was satisfied from conversation with Littleton Waddell, and the letters of John Edmondson, that the information derived from me in regard to said lands was the first they had heard upon the subject.

And further saith not.

ALFRED CHAPMAN.

I, Nicholas K. Trout, mayor of Staunton, in the State of Virginia, hereby certify that the foregoing deposition was taken, subscribed, and sworn to before me on the day, at the place, & for the purpose set forth in the caption, which caption is made a part of this certificate.

Given under my hand this third day of October, 1857.

NICHOLAS K. TROUT, *Mayor.*

STATE OF VIRGINIA,

Clerk's Office of the Court of Hustings for the Town of Staunton, to wit:

I, James F. Patterson, clerk of the court aforesaid, in the State of Virginia, do certify that Nicholas K. Trout, whose genuine signature is subscribed to the foregoing certificate, is, and was at the time of
332 signing the same, mayor of the town of Staunton, duly elected and qualified according to law; and that full faith and credit are due and ought to be given to all his official acts as such.

In witness whereof I have hereto subscribed my name and affixed the seal of the said court this third day of October, in the year one thousand eight hundred and fifty-seven.

[SEAL.] JAMES F. PATTERSON, *Clk.*

The within depositions are objected to on the following grounds:

1. The officer does not certify by whom the depositions was reduced to writing.

2. There is no certificate that the deposition was retained by the officer until sealed and directed.

3. Other defects.

Oct. 28, 1857.

WILCOX & ROBINS, *for Def'ts.*

333 July 23, 1800; No. 3891.—Elizabeth Rickman, widow of Doctor William Rickman, entries 1,000 acres of land on part of a military

warrant No. 2245, on the waters of Mad River, beginning at the termination of a line of five hundred poles N. 69 E. from an encampment made by Lucas Sulivant and his party, on the west side of Mad River, at which encampment there are trees marked, R. G. P. M. W. P. G. F., running south 21 E. 400 poles; thence north 69 We. for quantity.

No. 3892; with'd, ent'd 310.—Elizabeth Rickman, widow of Doctor William Rickman, enters 1,000 acres of land on part of a military warrant No. 2245, on the waters of Mad River, beginning at the southeast corner of her entry No. 3891, running N. 69 E. 400 poles, thence southeasterly for quantity.

No. 3893; with'd, ent'd 310.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,000 acres of land on part of a military warrant No. 2245, on the waters of Mad River, beginning at the northeast corner of her former entry, No. 3892, running N. 69 E. 400 poles, thence S. 21 E. for quantity.

No. 3894; with'd, ent'd 310.—Elizabeth Rickman, widow of Doct. William Rickman, enters 666⅔ acres of land on part of a military warrant No. 2445, beginning at the southeasterly corner of her entry No. 3893, running N. 69 E. 400 poles, thence S. 21 E. for quantity.

No. 3895; with'd, ent. 310.—Elizabeth Rickman, widow of
334 Doct. William Rickman, enters 1,000 acres of land on part of a military warrant No. 2245, beginning at the beginning corner of her entry No. 3891, running with her line N. 69 E. 400 poles, thence N. 21 W. for quantity.

July 23d, 1800; No. 3896, with'd, ent'd 310.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,000 acres of land on part of a military warrant No. 2245, on the waters of Mad River, beginning at the southwest corner of the entry No. 3895, running N. 69 E. 400 poles, thence S. 21 W. for quantity.

No. 3897; with'd, ent'd 310.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,000 acres of land on part of a military warrant No. 2245, on the waters of Mad River, beginning at the southwest corner of her entry No. 3896, running N. 69 E. 400 poles, thence at right angles westerly for quantity.

AUDITOR OF STATE'S OFFICE, O.,
Columbus, January 20th, 1858.

I certify that the foregoing entries, from No. 3891 to 3897, inclusive, are correctly copied from the records of this office.

[SEAL.] F. M. WRIGHT, *Auditor.*

Sept. 11th, 1801; No. 4067.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,120 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, beginning at the southeast corner of Edward Dowes' survey No. 2256; thence S. 80 W. 400
335 poles; thence S. 10 E., and at right angles for quantity.

Sept. 11th, 1801, No. 4068, with'd, & ent'd 401.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,120 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, beginning at the southwest corner of Edward Dawes' survey No. 2256; thence S. 80 W. 400 poles; thence S. 10 E., and at right angles for quantity.

Sept. 11th, 1801, No. 4069.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,000 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, beginning at the southwest corner of Edward Dowes' survey No. 2256; thence S. 80 W. 400 poles; thence N. 10 W., and at right angles for quantity.

Sept. 11th, 1801, No. 4070, with'd, & ent'd 327.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,080 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, beginning at the southwest corner of Edward Douses' survey No. 3354; thence S. 80 W. 400 poles; thence N. 10 W., and at right angles for quantity.

Sept. 11th, 1801, No. 4071, with'd, & ent'd 327.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,080 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, beginning at the southwest corner of said Rickman's entry No. 4070; thence S. 80 W. 400 poles; thence N. 10 W., and at right angles for quantity.

AUDITOR OF STATE'S OFFICE,
Columbus, O., June 12, '58.

I certify that the foregoing entres are correctly copied from
336 the records of this office.

[SEAL.] F. M. WRIGHT, *Auditor.*

Sept. 11, 1801, No. 4072, with'd, & ent'd 327.—Elizabeth Rickman, widow of Doct. William Rickman, enters 600 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, beginning at the northeast corner of Thomas Kennor's entry No. 1913; thence S. 80 W. 400 poles; thence N. 10 W., and at right angles for quantity.

Sept. 11, 1801, No. 4073.—Elizabeth Rickman, widow of Doct. William Rickman, enters 666⅔ acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, beginning at the northeast corner of said Rickman's entry No. 4072; thence S. 80 W. 400 poles; thence N. 10 W., and at right angles for quantity.

May 29th, 1802, No. 4070, with'd, & ent'd 401.—Elizabeth Rickman, widow of Doct. William Rickman, enters 1,080 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, a branch of Scioto, beginning at an ash, elm, & sugar-tree, southeast corner to Edward Dowses' survey No. 2254, and corner to James Jenkens' survey No. 3348 & 3349; running thence with Dowses' line S. 80 W. 400 poles; thence at right angles S. 10 E., for quantity.

May 29th, 1802.—Elizabeth Rickman, widow of Doctor William Rickman, enters 1,080 acres of land on part of a military warrant No.
337 2245, on the waters of Darby's Creek, beginning at two small iron-woods and sugar-tree, N. W. corner to said Rickman's survey No. 4068, and S. west corner to another of her surveys No. 4069; running thence S. 80 W. 400 poles; thence at right angles S. 10 E. for quantity.

AUDITOR OF STATE'S OFFICE, O.,
Columbus, June 12th, 1858.

I certify that the foregoing entries are correctly copied from the records of this office.

[SEAL.] F. M. WRIGHT, *Auditor.*

May 29, 1802, No. 4072.—Elizabeth Rickman, widow of Doct. William Rickman, enters 600 acres of land on part of a military warrant No. 2245, on the waters of Mill Creek, a west branch of Sciota, beginning at two small white oaks, a buckeye, and ironwood, northeast corner to Edward Douser's survey No. 3352; running thence with his line S. W. 400 poles; thence at right angles N. 10 W. for quantity.

Feb. 26. 1806, No. 4070.—Elizabeth Rickman, widow of Doctor William Rickman, dec'd, enters 1,080 acres of land on part of a military

warrant No. 2245, on Bolas Creek, beginning at a red oak, beech, and sugar-tree, lower back corner to Erasums Gill's survey No. 4266; thence N. 15 W. 360 poles; thence up the creek keeping nearly on the center of the survey, westerly for quantity.

Feb. 26, 1806, No. 4068, with'd, & ent'd B. 49.—Elizabeth Rickman, widow of Doctor William Rickman, dec'd, enters 1,120 acres of
338 land on part of a military warrant No. 2245, on the west side of the West Fork of Scioto, beginning on the bank of river at the lower corner of Erasmus Gill's survey No. 4267; thence down the river 400 poles on a straight line; thence S. 75 W., and from the beginning with Gill's line westerly for quantity.

March 20th, 1807, No. 4068.—Elizabeth Rickman, widow of Doctor William Rickman, dec'd, enters 1,120 acres of land on part of a military warrant No. 2245, on the waters of the West Fork of Scioto, beginning at an elm and ash, northeast corner to Stephen F. Mason's survey No. 1493, running S. 80 W. 295 poles; thence N. 10 W. 370 poles; thence N. 1 E., to the lower back corner of Erasmus Gill's survey No. 4267; thence S. 66½ E. to the upper back corner of Jaren Miller's survey No. 835; thence with his back line S. 23 E. 400 poles to the line of another of said Miller's survey No. 3511; thence S. 67 W. 18 poles to the uper back corner of said Miller's survey No. 3511; thence with the back line of the same, S. 23 E. 113 poles; thence S. 80 W. 112 poles to the beginning.

AUDITOR OF STATE'S OFFICE, O.,
Columbus, June 12th, 1858.

I certify that the foregoing entries are correctly copied from the records of this office.

[SEAL.] F. M WRIGHT, *Auditor.*

339 *Affidavit of Edmund Randolph.*

In Henrico County court, Jan'y 6th, 1857.

This day Edmund Randolph made oath as follows, to wit: That he was well acquainted with all the children of the former Benjamin Harrison, esq., late governor of Virginia; they were Mrs. Elizabeth Rickman, wife of William Rickman; Benjamin Harrison, late of Berkely, dec'd; Mrs. Lucy Singleton, now living; Carter B. Harrison, now living; William H. Harrison, now living; Anne Coupland, wife of David Coupland, now living; and Sally Minge, living, he believes; Benjamin Harrison, jr., the only son & child of the last Benjamin Harrison, is under age, & Carter B. Harrison is his guardian; Mrs. Rickman left no children. Whereupon it is ordered that the same be certified.

VIRGINIA, *ss:*

I, Adam Craig, clerk of Henrico County court, in the State aforesaid, do certify that the foregoing is a true transcript from the records of the said county court.

In witness whereof I have hereunto set my hand and affixed the seal of the said county, at Richmond, this 25th day of May, 1807.

[SEAL.] ADAM CRAIG, *C. C.*

In Henrico County court, January 6th, 1807.

This day Edmond Randolph made oath in open court as follows,

340 to wit: That he was well acquainted with all the children of the former Benjamin Harrison, esq'r., late governor of Virginia; they were Mrs. Elizabeth Rickman, wife of William Rickman; Benjamin Harrison, late of Berkely, dec'd; Mrs. Lucy Singleton, now living; Carter B. Harrison, now living; William Harrison, now living; Anne Coupland, wife of David Coupland, now living; and Sally Minge, living, he believes; Benjamin Harrison, jun'r, the only son and child of the last Benjamin Harrison, is under age, & Carter B. Harrison is his guardian; Mrs. Rickman left no children. Whereupon it is ordered that the same be certified.

A copy. Teste: AD. CRAIG, *C. H. C.*

I was well acquainted with all the children of the former Benj'n Harrison, esq'r., late governor of Virginia; they were Mrs. Elizabeth Rickman, wife of Doctor Wm. Rickman; Benjamin Harrison, late of Berkely, deceased; Mrs. Lucy Singleton, now living; Carter Bassett Harrison, now living; William Harrison, now living; Anne Coupland, wife of David Coupland, now living; and Sally Minge, living, I believe, tho' I am not certain; Benjamin Harrison, jr., the only son and child of the last Benj'n Harrison, is under age, and Carter B. Harrison is his guardian; Mrs. Rickman left no children.

EDM. RANDOLPH.

JAN'Y 6, 1807.

341 General assembly begun and held at the public buildings in the city of Richmond, on Monday, the twentieth of October, in the year of our Lord one thousand seven hundred and eighty-three, being the second session of the present general assembly.

In the house of delegates, the 29th of November, 1783.

Mr. Mann Page reported from the committee of propositions and grievances, that the committee had, according to order [had,] under their consideration, the petition of Elizabeth Rickman, widow and executrix of William Rickman, late of the county of Charles City, deceased, to them referred, and had agreed upon a report, and come to several resolutions thereupon, which he read in his place, and afterwards delivered in at the clerk's table, where the same were again twice read, amended, and agreed to by the house, as followeth:

It appears to your committee that the said William Rickman was the eighteenth day of May, 1776, constituted and appointed by Congress, director and chief physician of the hospital in Virginia in the service of the continent; that the said Rickman continued to act under the said appointment until the 21st day of October, 1780, when he resigned.

Resolved, That the petition of the said Elizabeth Rickman,
342 praying that the auditor of public accounts may settle and allow the legal depreciation of the pay for the said Wm. Rickman, and issue certificates for the same and warrants for the interest thereof, as in the case of officers and soldiers, is reasonable.

Resolved, That Elizabeth Rickman, widow of the said William Rickman, be allowed such a portion of land as the rank and services of the said William Rickman merit.

A copy from the original.

Teste: J. P. CASANT, *J. C. H. D.*

JANUARY, 22d, 1807.

Land office military warrant No. 2245.

To the principal surveyor of the lands set apart for the officers and soldiers of the Commonwealth of Virginia:

[SEAL.] This shall be your warrant to survey and lay off in one or more surveys for Elizabeth Rickman, widow of Wm. Rickman, her heirs or assigns, the quantity of six thousand six hundred sixty-six & ⅔ acres of land, due unto the said Elizabeth Rickman, widow as aforesaid, in consideration of Wm. Rickman's services for three years, as a colo. in the Virginia continental line, by resolution of assembly of the 3d of December, 1783, & according to a certificate from the governor and council received into the land office.

343 Given under my hand and the seal of the said office this 13th day of January, in the year of our Lord one thousand seven hundred and 84.

JOHN HENWICKE, *L. Off.*

(Endorsed:) The within warrant to be laid in five surveys, four of a thousand each, and one of two thousand six hundred sixty-six and ⅔.

RICHARD C. ANDERSON,
For B'N HARRISON.

By comparing the within copy of a certificate with the warrant issued thereon, it will be found the said warrant should have expressed "for three years' service as a" deputy director general, and not as a colo., (the rank of colo. being inserted in the proceedings of the house of delegates for the purpose of fixing his (Rickman's) rank and establishing the quantity of land to which Wm. Rickman was entitled,) & which quantity, under the laws passed prior to the cession to the United States, due a colo. for three years' service, was 666⅔ acres.

By reference to the resolution in favor of Elizabeth Rickman is executrix of Doct. Wm. Rickman, dec'd, it will be found it passed prior to the date of cession to the United States.

WM. PRICE, *Reg'r.*

LAND OFFICE, *April* 23, 1808.

344 *Copy of certificate above referred to.*

I do certify that Elizabeth Rickman, widow and executrix of Doctor Wm. Rickman, deputy director general, is entitled to the proportion of land allowed a colonel of the continental line who has served three years, by resolution of assembly.

THOS. MERIWETHER.

COUNCIL CHAMBER, *Jan'y 12th*, 1784.

The above is a copy of the certificate on which a military land warrant for 666⅔ acres, No. 2245, issued to the above-named Elizabeth Rickman on the 13th of Jan'y, 1784.

WM. PRICE, *Reg'r.*

LAND OFFICE, *April* 23, 1808.

We, the legal representatives of Elizabeth Rickman, widow of Doctor William Rickman, for the consideration of locating and surveying six thousand six hundred sixty-six ⅔ acres of land, we have this day come to a division, and do hereby assign over and transfer all our right, title, and interest to the following surveys No. 4076, for 1,080 acres, and number 4068, for 1,120 acres, unto Henry Massie, his heirs or assigns, and request a patent may issue accordingly.

In witness whereof we have hereunto set our hands and seals this 26th day of September, 1805.

Witness:

COLLINS H. PERRY. CARTER B. HARRISON. [L. S.]
CARTER B. HARRISON, [L. S.]

345 JOHN JORDAN, *Guard'n to Benj. Harrison, son*
CARTER B. HARRISON, *of Benj'n Harrison, of Berkely.*
& DAVID COUPLAND, DAVID COUPLAND. [L. S.]
& CARTER B. HARRISON,
Gu'd'n for Benj'n Harrison.
JNO. BUTLER, ANN COUPLAND. [L. S.]
As to Ann Coupland.
RO. BUTLER,
As to ditto.
WM. BERKELY, LUCY SINGLETON. [L. S.]
As to Lucy Singleton.
JOHN MATHEWS,
As to ditto.
FIELDING LEWIS, SALLY MINGE. [L. S.]
TALBOT PARRISH, JOHN MINGE. [L. S.]
As to these two (Sally & John Minge.)

In the name of God, Amen. I, William Rickman, of the parish of Westover, and county of Charles City, being very sick and weak, but of sound sense and memory, do make and ordain this writing to be my last will and testament:

Imprimis. I give and bequeath unto my ever dear and affectionate wife, Elizabeth Rickman, all my estate, of whatever nature, both real and personal, to her and her heirs forever.

Lastly. I constitute and appoint my said wife, Elizabeth, her father, the Hon. Benjamin Harrison, esquire, and her Benjamin Harrison, junior, esq'r., joint executors of this my last will and testament, hereby revoking all other wills by me heretofore made.

In witness whereof I have hereunto set my hand and seal this seventh day of August, in the year of our Lord one thousand seven hundred and seventy-eight.

346 WILLIAM RICKMAN. [SEAL.]

Signed, sealed, published, and declared in presence of—
THOMAS ROBINSON.
EZEKIEL POWELL.

Copy from the records.
Teste: EDMUND CHRISTIAN, *D. C.*

This indenture, made the ninth day of April, in the year one thousand eight hundred and eight, between William H. Harrison, of the county of Knox, and governor of Indiana Territory, of the one part, and David Coupland, of the county of Buckingham, and State of Virginia, of the other part, witnesseth that the said William H. Harrison, for and in consideration of the sum of six shillings, to him in hand paid by the said David Coupland, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations them the said William H. Harrison hereunto specially moving, hath granted, bargained, sold, assigned, and quitclaimed, and by these presents doth grant, bargain, sell, assign, and quitclaim, unto the said David Coupland, his executors, administrators, and assigns, all his right, interest, and claim to and in certain lands

claimed for the military services of the late Doctor William Rick-
347 man, of the State of Virginia, as one of the heirs of his sister, Elizabeth Rickman, widow of the aforesaid William Rickman; to have and to hold the said lands by the same title which the said William H. Harrison could acquire, as heir to his said sister Rickman, to the said Daniel Conpland, his heirs, executors, administrators, and assigns, forever.

In witness whereof the said William H. Harrison hath hereunto affixed his hand and seal the date above written.

WILL'M HENRY HARRISON. [L. S.]

Signed, sealed, & delivered in the presence of—
JNO. GIBSON.
THOMAS RANDOLPH.
H. HURST.

INDIANA TERRITORY, *Knox County, ss:*

Before me, the subscriber, a justice of the peace in and for the county aforesaid, personally appeared the within-named William Henry Harrison, and acknowledged the within to be his act and deed for the purposes therein mentioned, and desired the same to be recorded as such.

Given under my hand and seal, at Vincennes, this ninth day of April, one thousand eight hundred and eight.

JNO. GIBSON. [SEAL.]

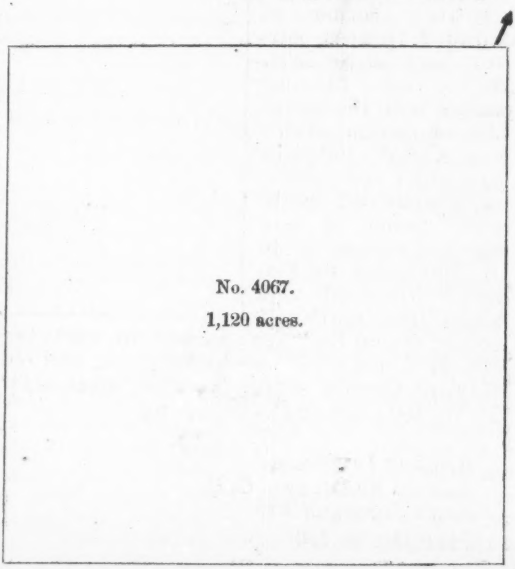
INDIANA TERRITORY, *ss:*

I certify that the above-named John Gibson is a justice of the
348 peace in and for said Territory, and that due faith and credit is to be given to all his official acts as such.

In witness whereof I have hereunto set my hand and affixed the seal of the Territory, at Vincennes, this 12th day of April, 1808, and of the independence of the United States the thirty-second.

JNO. GIBSON,
Secretary Ind'a Territory.

Surveyed for Elizabeth Rickman, widow of Doct'r William Rickman, 1,120 acres of land on part of military warrant No. 2245, on waters of Mill Creek, beginning at a white oak, hickory, and beech, southwest corner of Edward Dowses' survey No. 2256; running thence with his line S. 80 W. 400 poles, to a hickory, ash, & red oak, southeast corner of said Rickman's survey No. 4069, and northeast corner of another of her surveys No. 4068; thence with the line of the last mentioned survey S. 10 E.
349 450 poles, to two white oaks and



four small sugar-trees, southeast corner of said survey; thence N. 80 E. 400 poles to three hickories and a sugar-three; thence N. 10 W. 450 poles, to the beginning.

JOSEPH KIRR, *D. S.*

ROBERT ROLSTON,
AARON FREELAND, *C. C.*
JOHN JONES, *M'k'r.*
24 OCT'R. 1801.

Examined and recorded June 2d, 1802.

RICHARD C. ANDERSON, *S.*

(Endorsed:) I do certify that the warrant on which the within survey was made was never before satisfied.

Given under my hand and seal of office this 4th day of June, 1802.

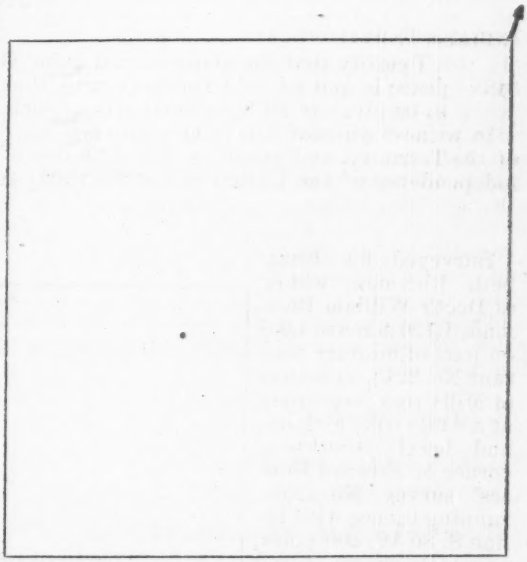
RICHARD C. ANDERSON. [SEAL.]

We assign all our right and title to the within to our sister Ann Coupland. Value received.

LUCY SINGLETON,
CARTER B. HARRISON.

Teste: THOS. TAYLOR.

Survey for Elizabeth Rickman, widow of Doctor William Rickman, 1,000 acres of land, on part of a military warrant No. 2245, on waters of Mill Creek, beginning 350 at a large white oak and three sugar-trees, corner to Edward Dowses' survey, No. 2256, No. 3351, & No. 3354; running thence with the line of the last-mentioned survey, S. 80 W. 400 poles to a sugar tree, hickory, & ironwood, southwest corner of said survey; thence S. 10 E. 400 poles to two small ironwoods and sugar tree, northwest corner of said Rickman's survey No. 4068; thence, with the line thereof, No. 80 E. 400 poles to a hickory, ash, and red oak, southwest corner of Edward Dowses' survey No. 2256, aforesaid; thence, with his line, N. 10 W. 400 poles to the beginning.



JOSEPH KIRR, *D. S.*

ROBERT ROLSTON,
AARON FREELAND, *C. C.*
JOHN JONES, *M'k'r.*
24TH OCT'R, 1801.

Examined and recorded June 2, 1802.

RICHARD C. ANDERSON, *S.*

(Endorsed:) I do certify that the warrant on which the within survey was made was never before satisfied.

Given under my hand and seal of office this 4th day of June, 1802.

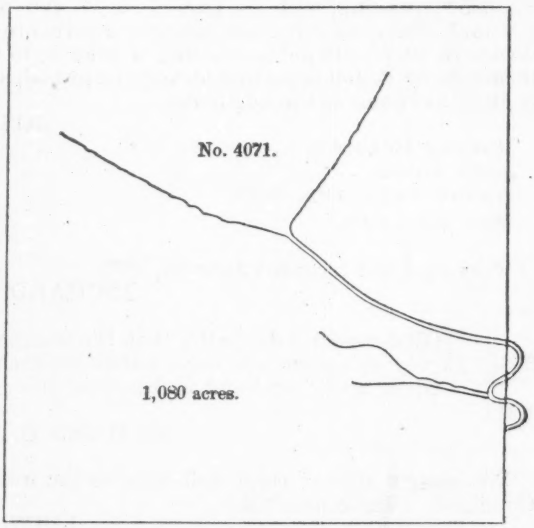
RICHARD C. ANDERSON. [L. S.]

We assign all our right and title to the within to our sister Ann Coupland. Value received.

LUCY SINGLETON.
CARTER B. HARRISON.

Teste: THOS. TAYLOR.

351 Surveyed for Elizabeth Rickman, widow of Doctor William Rickman, 1,080 acres of land on part of a military warrant No. 2245, on the waters of Darby's Creek, beginning at two small ironwoods and a sugar-tree, southwest corner to said Rickman's survey No. 4069; running thence S. 80 W. 400 poles to a sugar-tree and hickory; thence S. 10 E. 435 poles to an ash and elm; thence N. 80 E. 400 poles to two hickories, an elm, and small buckeye, southwest corner to said Rickman's survey No. 4068; thence, with her line, N. 10. W. 435 poles, crossing a large branch at 60, at 84, at 112, and at 140 poles, to the beginning.



JOSEPH KIRR, *D. S.*

ROBERT ROLSTON,
JOHN JONES, *C. C.*
AARON FREELAND, *M'k'r.*
MAY 31ST, 1802.

Examined and recorded June 2d, 1802.

RICHARD C. ANDERSON, *S.*

(Endorsed:) I do certify that the warrant on which the within survey was made was never before satisfied.

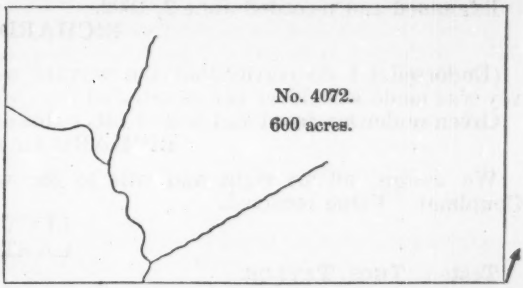
Given under my hand and seal of office this 4th day of June, 1802.

RICHARD C. ANDERSON. [L. S.]

352 We assign all our right and title to the within to our sister, Ann Coupland. Value received.

LUCY SINGLETON.
CARTER B. HARRISON.

Teste: THOS. TAYLOR.



Survey for Elizabeth Rickman, widow of Doctor William Rickman, 600 acres of land on part of a miiltary warrant, No. 2245, on the waters of Mill Creek, a west branch of the West Fork of Scioto, beginning at two small white oaks, an ironwood, and buckeye, northeast corner to Edward Dowese's survey No. 3352; running, with his line, S. 80. W. 400 poles to two crossings, a branch, elms, and a red oak, northwest corner to said Dowses' survey; thence N. 10 W. 240 poles, crossing a branch, to two elms and an ash; thence N. 80 E. 400 poles to a hickory, ironwood, and sugar-tree; thence S. 10 E. 240 poles to the beginning.

JOSEPH KERR, *D. S.*

ROBERT ROLSTON,
JOHN JONES, *C. C.*
AARON FREELAND, *M'k'r.*
MAY 31ST, 1802.

Examined and recorded June 2d, 1802.

RICHARD C. ANDERSON, *S.*

(Endorsed:) I do certify that the warrant on which the within
353 survey was made was never before satisfied.

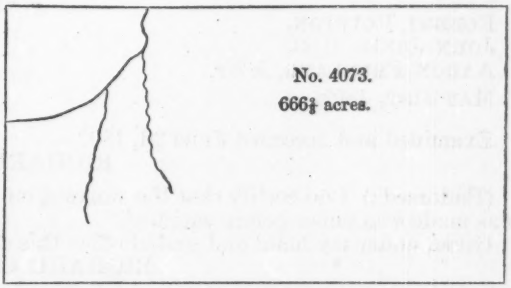
Given under my hand and seal of office this 4th day of June, 1802.

RICHARD C. ANDERSON. [L. S.]

We assign all our right and title to the within to our sister Ann Coupland. Value received.

LUCY SINGLETON.
CARTER B. HARRISON.

Teste: THOS. TAYLOR, *as to C. B. H.*



Survey for Elizabeth Rickman, widow of Doctor William Rickman, 666⅔ acres of land on part of a military warrant No. 2245, on waters of Mill Creek, a west branch of Scioto, beginning at a large elm, hickory, and sugar-tree, northwest corner of Benjamin Biggs's survey No. 4074, and southwest corner of another of said Biggs's survey No. 4075; running thence south 80 W. 400 poles, to two hickories, an elm, and sugar-tree; thence N. 10 W. 267 poles, crossing a branch at 160 poles, to two white oaks and a sugar-tree; thence N. 80 E. 400 poles, crossing a branch N. 140

poles, another large branch at 320 poles, 360 poles, and at 380 poles, to a lynn, elm, and beech, northwest of Biggs's survey No. 4075; thence
354 with his line S. 10 E. 267 poles, crossing a large branch, to the beginning.

JOSEPH KERR, *D. S.*

ROBERT ROLSTON,
JOHN JONES, *C. C.*
AARON FREELAND, *M'k'r.*
29TH OCTOBER, 1801.

Examined and recorded June 2d, 1802.
RICHARD C. ANDERSON, *S.*

(Endorsed:) I do certify that the warrant on which the within survey was made was never before satisfied.
Given under my hand and seal of office this 4th day of June, 1802.
RICHARD C. ANDERSON. [L. S.]

We assign all our right and title to the within to our sister Ann Coupland. Value received.
CARTER B. HARRISON.
LUCY SINGLETON.

Teste: THOS. TAYLOR.

GENERAL LAND OFFICE, *January* 23, 1854.

I, John Wilson, Commissioner of the General Land Office, do hereby certify that the annexed are true and literal exemplifications of certain papers on file in this office.
In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.
[SEAL.]
JOHN WILSON,
Commissioner of the General Land Office.

355 Payments on Rickman's certificates, from the regiter of all the military and loan-office certificates for funded paper money which have been presented at and passed through the auditor's office, from the first day of day of Jan'y, 1791, to 1st Aug., 1792. (Page 29.)

No. 1157	William Rickman, phy'n, 28th Feb. '84	£222	19	2
1858	do " "	300	0	0
1159	do " "	300	0	0
1160	do " "	300	0	0
Doc. McClure, 1161,	do " "	100	0	0
A. Love	do " "	100	0	0
1163	do " "	100	0	0
1164	do " "	100	0	0
1165	do " "	100	0	0
1166	do " "	100	0	0

Copy from the specie waste-book in auditor's office, of Saturday, February 28th, 1784.

Warrants to Wm. Rickman's estate, for two years' interest, dated this day, in part of the balance of his pay as director.

No. 1505	& cheif physician in the cont. line	£36	0	0
" 1506	ditto to ditto...ditto....ditto	36	0	0

"	1507	do. to	do	do	do		36	0 0
"	1508	do. to	do	do	do		36	0 0
"	1509	do. to	do	do	do		36	0 0
"	1510	do. to	do	do	do	in full	26	15 0

Copy from waste-book, page 323, commencing 1st January, 1785,
356 & ending 31st January, 1785.

Warrant to Wm. Rickman's estate for the third year.

No.	1510	interest on a certificate dated 28th Feb., 1784	£12 3 6
"	1509	do for do	18 0 0
"	1508	do for do	18 0 0
"	1507	do for do	18 0 0
"	1506	do for do	18 0 0
"	1505	do for do	18 0 0

The above paid Jan. 26, 1785.

Copy from day-book, from 1st to 31 Jan'y, 1787, page 38.

MONDAY, *1st Jan.*, 1787.

Warrants to Wm. Rickman's estate, part 3d and 4th years' interest.

No.	1510	dated 28th Feb., 1784, director, &c	£ 2 8 0
		Do 5th year's interest	13 7 6
No.	1509	do	18 0 0
"	1508	do	18 0 0
"	1507	do	18 0 0
"	1506	do	18 0 0
"	1505	do	18 0 0

Copy from day-book, 1st Jan. to 31st January, 1788, page 75.

SATURDAY, *5th Jan'y*, 1788.

Warrant to Wm. Rickman, drector, &c., Feb. 28th, 1784					£ 6 0 0
Do	do	"	"		6 0 0
Do	do	"	"		6 0 0
Do	do	"	"		6 0 0
Do	do	"	"		6 0 0
Do	do	"	"		6 0 0
Do	do	No.	1509	"	18 0 0
Do	do		1507	"	18 0 0
Do	do		1808	"	18 0 0
357 Do	do		1510	"	13 7 6

Copy from day-book 1st Jan'y to 5th March, 1789.

WEDNESDAY, *14th Jan'y*, 1789.

Warrant to Wm. Rickman, director, No. 1506, 28th Feb. 1784					£6 0 0
Do	do	"	"	"	6 0 0
Do	do	"	"	"	6 0 0
Do	do	"	1505	"	6 0 0
Do	do	"	1505	"	6 0 0
Do	do	"	"	"	6 0 0
Do	do	"	1507	"	18 0 0
Do	do	"	1508	"	18 0 0
Do	do	"	1509	"	18 0 0
Do	do	"	1510	"	13 7 6

Copy from day-book from 1st Jan'y to 27th Feb., 1790, page 64.

SATURDAY, *9th Jan'y*, 1790.

Warrant to Wm. Rickman's exec'tr'x, No. 1505, 28th Feb., '84	£6 0 0
Do.....do.....".....".....".	6 0 0
Do.....do.....".....".....".	6 0 0
Do.....do.....".....1506.....	6 0 0
Do.....do.....Tuesday, 19th Jan'y.....".	6 0 0
Do.....do.....".....".	6 0 0

I, Jonathan M. Bennett, auditor of public accounts, hereby certified that the foregoing extracts are true copies from the records of this office.

Given under my hand at the auditor's office in the city of Richmond, Va., 20th day of October, 1857.

J. M. BENNETT.

No seal office.

358 COUNCIL CHAMBER, 12*th January*, 1784.

I do certify that Elizabeth Rickman, widow & executrix of Doctor Wm. Rickman, director general, is entitled to the proportion of land allowed a colonel of the continental line who has served three years, by resolution of assembly.

BENJAMIN HARRISON.

THOMAS MERIWETHER.

A warrant for 6,666⅔ acres issued to Elizabeth Rickman, 13th Jan'y, 1784.

I, S. H. Parker, register of the land office, do hereby certify that the foregoing is a copy from the records of my office, as witness my hand and seal of office hereto affixed, at Richmond on this 20th day of October, 1857.

[SEAL.] S. H. PARKER,
Reg. L. Office.

VIRGINIA, *to wit:*

I, Henry A. Wise, governor of the State aforesaid, do hereby certify and make known unto all whom it may concern, that J. M. Bennet, auditor of public accounts, & Stefford H. Parker, register of the land office of the commonwealth of Virginia, whose names are subscribed to the document annexed, were at the time of subscribing the same, and are still, the auditor & register of this commonwealth, duly elected and qualified; that their attestations are in due form; that they are the proper officers to make the same; & that to their official acts full
359 faith, credit, and authority are due, and ought to be given.

In testimony whereof I have subscribed my name, and caused the great seal of the State to be affixed hereunto. Done at the city of Richmond the twentieth day of October, in the year of our Lord one thousand eight hundred and fifty-seven, and of the Commonwealth the eighty-second.

[SEAL.] HENRY A. WISE.

By the governor:

GEORGE W. MUNFORD,
Sec'y of the Com'th.

Thomas Jefferson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the warrant colonel) to the United States, in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for lands located and surveyed by virtue of certain Virginia resolution warrants," there is granted by the United States unto Henry Massie a certain tract of land con-
360 taining eleven hundred and twenty acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the thirty-first day of March, in the year one thousand eight hundred and seven, and bounded and described as follows, to wit, survey of eleven hundred and twenty acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, (now deceased,) widow and devisee of the said William Rickman, whose heirs assigned the same to the said Henry Massie, (the whole of said warrant being for six thousand six hundred sixty-six and two-thirds acres,) on the waters of Scioto: Beginning at an elm and ash, northeast corner to Stephens T. Mason's survey No. 1493, running S. 80 W. 295 poles to three sugar-trees, northwest corner to said Mason's survey; thence N. 10 W. 370 poles, passing the southeast corner of John Clark's survey No. 3031 with his line to two hickories and an ash, northeast corner to said Clark's survey; thence N. 1 E. 310 poles to two hickories and a sugar-tree, lower back corner to Erasmus Gill's survey No. 4267; thence S. 66½ E. 307 poles to two sugar-trees, upper back corner to Jarvin Miller's survey No. 3511; thence with said line S. 67 W. 18 poles to an ash and sugar tree, upper back corner to said Miller's last-
361 mentioned survey; thence with the back line of the same S. 23 E. 113 poles to a stake; thence S. 80 W. 112 poles to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said Henry Massie, and his heirs and assigns, forever.

In witness whereof the said Thomas Jefferson, President of the United States of America, hath caused the seal of the said United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the eighth day of October, in the year of our Lord 1808, and of the independence of the United States of America the thirty-third.

[L. S.] TH. JEFFERSON.

By the President:

JAMES MADISON,
Secretary of State.

William Rickman was originally entitled to the bounty land granted by the within patent to Henry Massie, who claims under the said Rickman.

H. DEARBORN,
WAR OFFICE, *Oct.* 8, 1808. *Sec'y of War.*

Thomas Jefferson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the

warrant colonel) to the United States in the Virginia line, on
362 continental establishment, and in pursuance of an act of the Congress of the United States passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for lands located and surveyed by virtue of certain Virginia resolution warrants," there is granted by the United States, unto Henry Massie, a certain tract of land, containing one thousand and eighty acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the twenty-eighth day of March, in the year one thousand eight hundred and seven, and bounded and described as follows, to wit: Survey of one thousand and eighty acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, (now deceased,) widow and devisee of the said William Rickman, whose heirs assigned the same to the said Henry Massie, (the whole of said warrant being for six thousand six hundred sixty-six and two-third acres,) on Boake's Creek, beginning at a red oak, beech, and sugar-tree, lower back corner to Erasmus Gill's survey No. 4266; thence, with his back line, N. 15 W. 360 poles, crossing the creek at 190 poles to two beeches and an ironwood; thence N. 80 W. 530 poles to two sugar-trees and a hickory; thence S. 15 E. 360 poles, crossing the creek at 228 poles,
363 to a black ash and white ash; thence S. 80 E. 530 poles to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said Henry Massie and his heirs and assigns forever.

In witness whereof the said Thomas Jefferson, President of the United States of America, hath caused the seal of the said United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the eighth day of October, in the year of our Lord 1808, and of the independence of the United States of America the thirty-third.

[L. S.]

TH. JEFFERSON.

By the President:

JAMES MADISON,
Secretary of State.

William Rickman was originally entitled to the bounty land granted by the within patent to Henry Massie, who claims under the said Rickman.

H. DEARBORN,
Sec'y of War.

WAR OFFICE, 8 *Oct'r*, 1808.

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the warrant colonel) to the United States, in the Virginia line, on con-
364 tinental establishment, and in pursuance of an act of the Congress of the United States passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for lands located and surveyed by virtue of certain Virginia resolution warrants," there is granted by the Uni ed States unto Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison, the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased, a certain tract of

land, containing one thousand and eighty acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey bearing date the thirty-first day of May, in the year one thousand eight hundred and two, and bounded and described as follows, to wit: Survey of one thousand and eighty acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred and sixty-six and two-thirds acres,) on the waters of Darby's Creek, beginning at two small ironwoods and a sugar-tree, southwest corner to said Rickman's survey
No. 4069; running thence S. 80 W. 400 poles to a sugar-tree and
365 hickory; thence S. 10 E. 435 poles to an ash and elm; thence N. 80 E. 400 poles to two hickories, an elm, and small buckeye, southwest corner to said Rickman's survey No. 4068; thence, with her line, N. 10 W. 435 poles, crossing a large branch at 60, at 84, at 112, and at 140 poles to the beginning, with the appurtenances: To have and to hold the said tract, with the appurtenances, unto the several persons above mentioned, and their heirs and assigns, forever, as tenants in common and not as joint tenants.

In witness whereof the said James Madison, President of the United States of America, hath caused the seal of the said United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the nineteenth day of June, in the year of our Lord 1809, and of the independence of the United States of America the thirty-third.

[L. S.] JAMES MADISON.

By the President:

R. SMITH, *Secretary of State.*

William Rickman was originally entitled to the bounty land granted by the within patent to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, & Carter Harrison, who claim under the said Rickman.

W. EUSTIS, *Sec'y of War.*

WAR OFFICE, 19*th June*, 1809.

366 James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the warrant colonel) to the United States, in the Virginia line, in continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for lands located and surveyed by virtue of certain Virginia resolution warrants," there is granted by the United States unto Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison, the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased, a certain tract of land, containing eleven hundred and twenty acres, situate between the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey, bearing date the twenty-fourth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit:
Survey of eleven hundred and twenty acres of land, on part of a
367 military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand sixty-six and two-third acres,) on waters of Mill Creek, beginning at a

white oak, hickory, and beech, southeast corner of Edward Dowese's survey No. 22256; running thence, with his line, S. 80 W. 400 poles, to a hickory, ash, and red oak, southeast corner of said Rickman's survey No. 4069, and northeast corner of another of her surveys No. 4068; thence, with the line of the last-mentioned survey, S. 10 E. 450 poles, to two white oaks and four small sugar-trees, southeast corner of said survey; thence N. 80 E. 400 poles, to three hickories and a sugar-tree; thence north 10 W. 450 poles to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the several persons above mentioned, and their heirs and assigns, forever, as tenants in common, and not as joint tenants.

In witness whereof the said James Madison, President of the United States of America, hath caused the seal of the said United States to be hereunto affixed and signed the same with his hand, at the city of Washington, the nineteenth day of June, in the year of our Lord 1809, and of the independence of the United States of America the thirty-third.

JAMES MADISON.

By the President.

368 William Rickman was originally entitled to the bounty land granted by the within patent to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison, who claim under the said Rickman.

W. EUSTIS, *Sec'y of War.*

WAR OFFICE, 19 *June*, 1809.

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the warrant colonel) to the United States, in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for land located and surveyed by virtue of certain Virginia resolution warrants," there is granted by the United States unto Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison, the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased, a certain tract of land, containing eleven hundred and twenty acres, situate between
369 the Little Miami and Scioto Rivers, northwest of the river Ohio, as by survey, bearing date the twenty-fourth day October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of eleven hundred and twenty acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-third acres,) on waters of Mill Creek; beginning at a white oak, hickory, and beech, southeast corner of Edward Dowese's survey No. 22256; running thence, with his line, S. 80 W. 400 poles to a hickory, ash, and red oak, southeast corner of said Rickman's survey No. 4069, and northeast corner of another of her surveys No. 4068; thence, with the line of the last-mentioned survey, S. 10 E. 450 poles, to two white oaks and four small sugar-trees, southeast corner of said survey; thence N. 80 E. 400 poles, to three hickories and a sugar-tree; thence N. 10 W. 400 poles, to the beginning, with the

appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said several persons above mentioned, and their heirs and assigns, forever, as tenants in common and not as joint tenants.

In witness whereof the said James Madison, President of the United States of America, hath caused the seal of the said United States
370 to be hereunto affixed, and signed the same with his hand, at the city of Washington, the nineteenth day of June, in the year of our Lord 1809, and of the independence of the United States of America the thirty-third.

JAMES MADISON.

By the President:

R. SMITH, *Secretary of State.*

William Rickman was originally entitled to the bounty land granted by the within patent to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison.

W. EUSTIS, *Sec'y of War.*

WAR OFFICE, 19 *June*, 1809.

James Madison, President of the United States of America, to all of whom these presents shall come, greeting:

Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the warrant colonel) to the United States in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for lands located and surveyed by virtue of certain Virginia resolution warrants," there is
371 granted by the United States unto Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison, the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased, a certain tract of land, containing six hundred sixty-six and two-third acres, situate between the Little Miami and Scioto Rivers, northwest of the Ohio River, as by survey bearing date the twenty-ninth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of six hundred sixty-six and two-thirds acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on waters of Mill Creek, a west branch of Scioto; beginning at a large elm, hickory, and sugar tree, northwest corner of Benj. Biggs's survey No. 4074, and southwest corner of another of said Biggs's survey, No. 4075, running thence south 80 W. 400 poles, to two hickories, an elm, and sugar-tree; thence N. 10 W. 267 poles, crossing a branch at 160 poles, to two white oaks and a sugar-tree; thence N. 80 E. 400 poles, crossing a branch at 140 poles, another large branch at 320 poles, 360 poles, and at 380 poles, to a lynn, elm, and beech, northwest of Briggs' survey No. 4075; thence, with his line, S. 10 E. 367
372 poles, crossing a large branch to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said several persons above mentioned, and their heirs and assigns, forever, as tenants in common, and not as joint tenants.

In witness whereof the said James Madison, President of the United

States of America, hath caused the seal of the said United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the nineteenth day of June, in the year of our Lord 1809, and of the independence of the United States of America the thirty-third.

[L. S.] JAMES MADISON.

By the President: R. SMITH, *Secretary of State.*

William Rickman was originally entitled to the bounty land granted by the within patent to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, John William Harrison, and Carter Harrison, who claim under the said Rickman.

W. EUSTIS, *Sec'y of War.*

WAR OFFICE, 19*th June*, 1809.

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

373 Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the warrant colonel) to the United States in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for lands located and surveyed by virtue of certain Virginia resolution warrants," there is granted by the United States unto Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison, the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased, a certain tract of land containing one thousand acres, situate between the Little Miami and Sciota Rivers, northwest of the river Ohio, as by survey bearing date the twenty-fourth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit: Survey of one thousand acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on waters of Mill Creek, beginning at a large white oak and three sugar-trees, corner to Edward Dowse's surveys No. 2256, No. 3351, and No. 3354; running thence, with the line of the last-mentioned survey, S. 80 W. 400
374 poles to a sugar-tree, hickory, and ironwood, southwest corner of said suvey; thence S. 10 E. 400 poles to two small ironwood and a sugar-tree, northwest corner of said Rickman's survey No. 4068; thence, with the line thereof, N. 80 E. 400 poles to a hickory, ash, and red oak, southwest corner of Edward Dowese's survey No. 2256 aforesaid; thence, with his line, N. 10 W. 400 poles to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said several persons above-mentioned, and their heirs and assigns, forever, as tenants in common, and not as joint tenants.

In witness whereof the said James Madison, President of the United States of America, hath caused the seal of the said United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the nineteenth day of June, in the year of our Lord 1809, and of the independence of the United States of America the thirty-third.

[L. S.] JAMES MADISON.

By the President: R. SMITH, *Secretary of State.*

William Rickman was originally entitled to the bounty land granted by the within patent to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison,
375 and Carter Harrison, who claim under the said Rickman.

W. EUSTIS, *Sec'y of War.*

WAR OFFICE, 19*th June*, 1809.

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye that, in consideration of military service performed by William Rickman, a deputy director general for three years (stiled in the warrant colonel) to the United States, in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 3d day of March, in the year 1807, entitled "An act authorizing patents to issue for lands located and surveyed by virtue of certain Virginia resolution warrants," there is granted by the United States unto Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, jun'r, William Harrison, and Carter Harrison, the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased, a certain tract of land, containing six hundred acres, situate between the Little Miami and Sciota Rivers, northwest of the river Ohio, as by suvey bearing date the thirty-first day of May, in the year one thousand eight hundred
376 and two, and bounded and described as follows, to wit: Survey of six hundred acres of land on part of a military warrant No. 2245, in favor of Elizabeth Rickman, widow of William Rickman, (the whole thereof being for six thousand six hundred sixty-six and two-thirds acres,) on the waters of Mill Creek, a west branch of the West Fork of Sciota, beginning at two small white oaks, an ironwood, and buckeye, northeast corner to Edward Dowese's suvey No. 3352, running with his line S. 80 W. 400 poles to two elms and a red-oak, crossing a branch northwest corner to said Dowese's suvey; thence N. 10 W. 240 poles, crossing a branch, to two elms and an ash; thence N. 80 E. 400 poles to a hickory, ironwood, and sugar-tree; thence S. 10 W. 240 poles to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said several persons above mentioned, and their heirs and assigns, forever, as tenants in common, and not as joint tenants.

In witness whereof the said James Madison, President of the United States of America, hath caused the seal of the said United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the nineteenth day of June, in the year of our Lord 1809, and of the independence of the United States of America the
377 thirty-third.

JAMES MADISON.

By the President:

R. SMITH, *Secretary of State.*

William Rickman was originally entitled to the bounty land granted by the within patent to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benj'n Harrison, jun'r, William Harrison, and Carter Harrison, who claim under the said Rickman.

W. EUSTIS, *Sec'y of War.*

WAR OFFICE, 19*th June*, 1809.

GENERAL LAND OFFICE, *July 3d*, 1854.

John Wilson, Commissioner of the General Land Office, do hereby certify that the annexed are true and literal exemplifications from pages 14, 15, 18, 19, 20, 21, & 22, vol. of records of patents founded on Virginia resolution warrants, on file in this office.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affix'd, at the city of Washington, on the day and year above written.

[L. S.] JOHN WILSON,
Commissioner of the General Land Office.

GENERAL LAND OFFICE, *July 3d*, 1854.

378 SIR: Enclosed herewith, I forward certain copies of the record of Va. military patents, founded on wa'nt No. 2245, issued on account of the services of Wm. Rickman, of the Va. continental line, to be used in a suit about to be instituted in your court. The copies are for the benefit of both parties in interest.

Respectfully, your ob't sevent,
JOHN WILSON, *Commissioner.*

Certificate of Thos. Merewether, being clerk of council Virginia.

U. S. circuit court, Columbus, Ohio.

TUESDAY, *December* 17, 1782.

The accumulated business of the executive in consequence of the abolition of the war office, and the necessity of method and arrangement in the executive department, render it expedient that an additional clerk should be appointed for the purpose of arranging the papers lately delivered by the commissioner of war, and transacting, under the inspection of the executive, some of the duties which appertain to that office: It is therefore advised that Thomas Merewether be appointed a third clerk to the council for this purpose; and, as well for his own convenience as for the convenience of the governor, it is advised that he shall be requested to take possession of the upper rooms in the State House, and the office lately made use of by the commissioner of war, and for his services, it is the opinion of the board that two
379 hundred pounds a year shall be allowed.

EXECUTIVE DEPARTMENT,
Richmond, Nov. 16th, 1858.

I hereby certify that the foregoing is a true extract from the executive journal of the State of Virginia of the 17th December, 1782.

GEORGE W. MUNFORD,
Sec'y of the Com'th of Va.

SATURDAY, *Oct. 2d*, 1784.

Officers C. government:

5 warrants to the Hon'ble John Blair for a quarter's salary as a judge of the high court of chancery, 3 of £ 20, £ 10, & £ 5..	75 0 0
4 ditto Thomas Merewether for ditto due ditto as ass't clerk of the council £25, £5, & 2 of £10.....	50 0 0

This is to certify that the foregoing is a true extract from the auditor's

day-book, on file in this office, running from the 24 May to the 4th Nov'r, 1784, inclusive.

Given under my hand, in the auditor's office, this sixteenth November, 1858.

J. M. BENNETT,
Aud. Pub. Acc's.

VIRGINIA, *to wit:*

I, Henry A. Wise, governor of the State aforesaid, do hereby certify and make known unto all whom it may concern, that George W. Munford and J. M. Bennett, whose names are subscribed to the documents annexed, and were at the time of subscribing the same, the first,
380 secretary of the Commonwealth, and the last, auditor of public accounts of the Commonwealth of Virginia, duly elected and qualified; that the attestation of each is in due form; that each one is the proper officer make the said certificates signed by him; and that to the official acts of each full faith and authority are due, and ought to be given.

In testimony whereof I have subscribed my mame and caused the great seal of the State to be affixed hereunto. Done at the city of Richmond, the sixteenth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, and of the Commonwealth the eighty-third.

[L. S.] HENRY A. WISE.

By the governor:

GEORGE W. MUNFORD,
Sec'y of the Com'th.

Will & Probate of Gov. Ben Harrison.

Heads of a will written by me, Benjamin Harrison, of Berkley, all in my own hand, being in perfect sense, health, and memory, and intended to be caried into due form by my friend Peters Lyons, esqr., but if any accident should happen to deprive me of life before this is done it is my desire that it be taken for my last will and testament,
381 writtend and signed this third day of January, one thousand seven hundred and eighty.

I give to my dear and affectionate wife, Elizabeth Harrison, to her and her heirs, forever, all my furniture, except my plate, which she is to have the use of during her life. I also give my coach and harness, and six of the horses belonging to it, to be chosen by her, to her and her heirs, forever. I also give to my dear wife the use of all my tract of land whereon I now live, called Berkely, with all the slaves thereon, or belonging thereto, as well tradesmen and others, with all the stocks of horses, mules, cattle, sheep, and hogs, during her life, except such as I shall hereafter specially give way, out of which she is to pay my just debts, and to support and maintain my son William, and my daughter Sarah. The better to enable her to do which, I give her my part of the ship, now on the stocks, and all the money that may be due from the other partners, which I hope she will apply immediately in the discharge of such debts as I shall leave unpaid, and to assist, in any manner she shall think fit, my son Carter in building or buying a house at Cabin Point, and I recommend to her to sell two of the three shares I have reserved for myself in the said ship, and to keep the other to impart necessaries for herself and family. There is a debt due to the estate

of William Lightfoot, deceased, from my father's estate, which I desire may be paid, not that I think I am indebted to the estate, for I solemnly declare that I think I have paid abundantly more than ever came to my hands; yet I direct the debt to be paid, to prevent clamour and dispute. At the death of my wife, I give my tract of land called Berkley, except such part of it as I shall give my son William, to my son Benjamin, to him and his heirs, forever; but it is my will and desire, that if my son Benjamin die without a male heir, that then my said tract of land, as aforesaid, go in remainder or reversion to my son Carter Bassett Harrison, to him and his heirs, forever. I give my son Carter B. Harrison my tract of land at Cabin Point, my mill and miller, one as and the land I have on both sides Savage's Run, my lots in or near the town of Richmond, and those drawn in Col. Byrd's lottery in partnership with Col. Nathaniel Harrison, to him and his heirs, forevr. I give to my son William Henry Harrison, at the death of his mother, or on his comming of age, the upper part of my Berkley tract of land, to him and his heirs, forever; that is to say, beginning on my west line near the stump of a pine tree, fronting the house that James Hardyman lives in, from which a mast was cut for the large ship; running from thence a strait due east course till it stickes my east line; but if my said son William should die before he comes of age, or has a son, or should after the comes of age die, and leave no son, in either of these cases it is my will and desire that the said tract or parcel of land go and descend in remainder or reversion to my son Carter B. Harrison, to him and his heirs, forever. I give unto my son Benjamin and his heirs, forever, all the negroes he has of mine, in his possession, at hard labour, except George, the son of Frankey; I also confirm to him his right to Emanuel, and give him ship-carpenter Tom, and his wife Judy, and her children, and Tabb, the wife of Emanuel. I give to my son Carter B. Harrison, old Will, and his wife Betty, and all her children; Sally, daughter of Sarah, and her two sons, Coye and George Snow; old Coye and his wife, Betty; York, the son of old Will; Fidler, Baker, Dick, and Anthoney, to him and his heirs, forever. I also give him forty ewes and a ram, and direct that thirty head of cattle and three good work-horses be bought for him; and I give him my phaeton and harness, and my two colts rising two years old, and at the death of his mother I give him all my plate, and at the death of his Aunt Stith, I give him the negro lent her and all her increase, except two of them, which I shall hereafter give away, to him and his heirs, forever. I give to my son William and his heirs, forever, at the death of his mother, or his coming of age, all the negroes, with their increase, which I now have at my plantation called Old Hides, and carpenter Tom, the husband of Moll, and Critty's son Charles. I also give my said son, at the time aforesaid, all the stock of cattle, horses, and hogs at the said plantation, and forty ewes and a ram from Berkley. I give to my daughter Elizabeth Rickman, and her heirs, forever, Moll Stoker and her daughter Polly, and her granddaughter Betty, and their increase, and Moses, alias Swallow, George, the son of Frank, now at hard labour, and Stoble Bob, now a plowman. I give to my daughter Ann Coupland, and her heirs, forever, her maides Molly and Sally, and their children and future increase, Critty's children Phebe and Tom, and Aggy's daughter Any. I also desire that my chariot may be fited up in the best manner, and four new harness bought—delivered to her. I give my daughter Lucy Randolph, and her heirs, forever, her maid Betty, and her increase. I give my granddaughter Betty Randolph, a girl nearly of her own age, to be chosen by my wife. I give my grandson Wil-

385 liam Randolph, Critty's son Dick, and to the child not yet named, a negro boy, about his age, to be chosen by my wife, to them and their heirs, forever. I give to my daughter Sarah Harrison and her heirs forever, Sarah, the daughter of Jinney; Molly, the daughter of Tabb; and Suckey, the daughter of Diddy, with their increase. And it is my will and desire that my son Benjamin, at the death of his mother, he being so much better provided for than my other children, pay to my said daughter Sarah two hundred and twenty half-Johannas in gold; but if my said daughter should not then be of age or married, that he retain the said sum in his hands till one of those events takes place, paying an annual interest of five per centum, the same coin, towards the support of my said daughter. At the death of my dear wife, I give all my stocks of horses, mules, cattle, sheep, and hogs on my plantation of Berkley, not before given away, to my son Benjamin, and his heirs, forever; and if at the time aforesaid my sons Benjamin and Carter should be living, I give all the negroes possessed by my said wife and not before disposed of, to be equally divided between them; but if either of them should die before that time, leaving no son, I give them to the
386 survivor to him or them, or his or their heirs forever; but if these negroes should all fall by survivorship to either of my said sons, my will is that he pay to each of my four daughters, their heirs or assigns, the sum of two hundred pounds in gold or silver, and, moreover, that he deliver to my son William, two boys and two girls, healthy and sound, of between twelve and fifteen years of age. I give my neice Ann Bassett, to her and her heirs, forever, at the death of her Aunt Stith, he choice of the negro children which the woman now has, that I lent her; and I give to my nephew Carter Bassett, the next choice of the said children. And whereas I omitted to give my dear wife the tools of my carpenters, and the plantation tools, waggons, and carts, I declare it as my will that she should possess the whole of them mill-stones and every article belonging to my mills, my sh salt-pans in Gloster, and the great pot I have there for the making salt.

BENJAMIN HARRISON.

JANUARY THE EIGHT

In consideration of the above bequest to my four daug lead to think I have not done them that justice that is due fectionate children. It is therefore my will that, at
387 of my wife, the negros she had in possession at the t death be laid off into four as equal parts as possib parting men and their wives; that three of the said four parts divided betwixt my sons Benjamin and Carter; and that the o part be equally divided between my four daughters, over what I have before given them. This bequest is not to alter to the fourth part of the slaves given to my daughters, the my will of the slaves to my sons or the survivor of them.

BENJAMIN HAR

At a monthly court held for Charles City County, at the c on Thursday, the sixteenth day of June, 1791, the aforewritte and testament of Benjamin Harrison, deceased, was presented for proof; and there being no subscribing witness to the said wi Christian and Otway Byrd being sworn, deposed that they b same to have been wholly written by the deceased, whereup dered to be recorded. And on the motion of Benjamin Harriso

of William Lightfoot, deceased, from my father's estate, which
382 I desire may be paid, not that I think I am indebted to the estate, for I solemnly declare that I think I have paid abundantly more than ever came to my hands; yet I direct the debt to be paid, to prevent clamour and dispute. At the death of my wife, I give my tract of land called Berkley, except such part of it as I shall give my son William, to my son Benjamin, to him and his heirs, forever; but it is my will and desire, that if my son Benjamin die without a male heir, that then my said tract of land, as aforesaid, go in remainder or reversion to my son Carter Bassett Harrison, to him and his heirs, forever. I give my son Carter B. Harrison my tract of land at Cabin Point, my mill and miller, one as and the land I have on both sides Savage's Run, my lots in or near the town of Richmond, and those drawn in Col. Byrd's lottery in partnership with Col. Nathaniel Harrison, to him and his heirs, forevr. I give to my son William Henry Harrison, at the death of his mother, or on his comming of age, the upper part of my Berkley tract of land, to him and his heirs, forever; that is to say, beginning on my west line near the stump of a pine tree, fronting the house that James
383 Hardyman lives in, from which a mast was cut for the large ship; running from thence a strait due east course till it stickes my east line; but if my said son William should die before he comes of age, or has a son, or should after the comes of age die, and leave no son, in either of these cases it is my will and desire that the said tract or parcel of land go and descend in remainder or reversion to my son Carter B. Harrison, to him and his heirs, forever. I give unto my son Benjamin and his heirs, forever, all the negroes he has of mine, in his possession, at hard labour, except George, the son of Frankey; I also confirm to him his right to Emanuel, and give him ship-carpenter Tom, and his wife Judy, and her children, and Tabb, the wife of Emanuel. I give to my son Carter B. Harrison, old Will, and his wife Betty, and all her children; Sally, daughter of Sarah, and her two sons, Coye and George Snow; old Coye and his wife, Betty; York, the son of old Will; Fidler, Baker, Dick, and Anthoney, to him and his heirs, forever. I also give him forty ewes and a ram, and direct that thirty head of cattle and three good work-horses be bought for him; and I give him my phaeton and harness, and my two colts rising two years old, and at the death of his mother I give him all my plate, and at the death of his Aunt Stith, I give
384 him the negro lent her and all her increase, except two of them, which I shall hereafter give away, to him and his heirs, forever. I give to my son William and his heirs, forever, at the death of his mother, or his coming of age, all the negroes, with their increase, which I now have at my plantation called Old Hides, and carpenter Tom, the husband of Moll, and Critty's son Charles. I also give my said son, at the time aforesaid, all the stock of cattle, horses, and hogs at the said plantation, and forty ewes and a ram from Berkley. I give to my daughter Elizabeth Rickman, and her heirs, forever, Moll Stoker and her daughter Polly, and her granddaughter Betty, and their increase, and Moses, alias Swallow, George, the son of Frank, now at hard labour, and Stoble Bob, now a plowman. I give to my daughter Ann Coupland, and her heirs, forever, her maides Molly and Sally, and their children and future increase, Critty's children Phebe and Tom, and Aggy's daughter Any. I also desire that my chariot may be fited up in the best manner, and four new harness bought—delivered to her. I give my daughter Lucy Randolph, and her heirs, forever, her maid Betty, and her increase. I give my granddaughter Betty Randolph, a girl nearly of her own age, to be chosen by my wife. I give my grandson Wil-

385 liam Randolph, Critty's son Dick, and to the child not yet named, a negro boy, about his age, to be chosen by my wife, to them and their heirs, forever. I give to my daughter Sarah Harrison and her heirs forever, Sarah, the daughter of Jinney; Molly, the daughter of Tabb; and Suckey, the daughter of Diddy, with their increase. And it is my will and desire that my son Benjamin, at the death of his mother, he being so much better provided for than my other children, pay to my said daughter Sarah two hundred and twenty half-Johannas in gold; but if my said daughter should not then be of age or married, that he retain the said sum in his hands till one of those events takes place, paying an annual interest of five per centum, the same coin, towards the support of my said daughter. At the death of my dear wife, I give all my stocks of horses, mules, cattle, sheep, and hogs on my plantation of Berkley, not before given away, to my son Benjamin, and his heirs, forever; and if at the time aforesaid my sons Benjamin and Carter should be living, I give all the negroes possessed by my said wife and not before disposed of, to be equally divided between them; but if either of them should die before that time, leaving no son, I give them to the
386 survivor to him or them, or his or their heirs forever; but if these negroes should all fall by survivorship to either of my said sons, my will is that he pay to each of my four daughters, their heirs or assigns, the sum of two hundred pounds in gold or silver, and, moreover, that he deliver to my son William, two boys and two girls, healthy and sound, of between twelve and fifteen years of age. I give my neice Ann Bassett, to her and her heirs, forever, at the death of her Aunt Stith, he choice of the negro children which the woman now has, that I lent her; and I give to my nephew Carter Bassett, the next choice of the said children. And whereas I omitted to give my dear wife the tools of my carpenters, and the plantation tools, waggons, and carts, I hereby declare it as my will that she should possess the whole of them, with the mill-stones and every article belonging to my mills, my share of the salt-pans in Gloster, and the great pot I have there for the purpose of making salt.

BENJAMIN HARRISON. [SEAL.]

JANUARY THE EIGHTH, 1780.

In consideration of the above bequest to my four daughter, I am lead to think I have not done them that justice that is due to such affectionate children. It is therefore my will that, at the death
387 of my wife, the negros she had in possession at the time of her death be laid off into four as equal parts as possible, without parting men and their wives; that three of the said four parts be equally divided betwixt my sons Benjamin and Carter; and that the other fourth part be equally divided between my four daughters, over and above what I have before given them. This bequest is not to alter, except as to the fourth part of the slaves given to my daughters, the bequest in my will of the slaves to my sons or the survivor of them.

BENJAMIN HARRISON.

At a monthly court held for Charles City County, at the court-house, on Thursday, the sixteenth day of June, 1791, the aforewritten last will and testament of Benjamin Harrison, deceased, was presented into court for proof; and there being no subscribing witness to the said will, William Christian and Otway Byrd being sworn, deposed that they believed the same to have been wholly written by the deceased, whereupon it is ordered to be recorded. And on the motion of Benjamin Harrison and Car-

ter B. Harrison, who made oath as the law directs, and together with Benjamin Harrison, of Brandon, and Otway Byrd, their securities, entered into and acknowledged their bond in the penalty of twelve thousand pounds, conditioned according to law, certificate is granted
388 them for obtaining letters of administration on the estate of Benjamin Harrison, deceased, with his will annexed in due form.

Teste:

OTWAY BYRD, *C. C.*

I, Examined Waddell, clerk of the county court of Charles City County, in the State of Virginia, do hereby certify that the foregoing is a true and correct copy taken by me from an original paper filed among the records of this office, and admitted by the county court of this county to probate as the last will and testiment of Benjamin Harrison, dec'd.

In testimony whereof I have herunto subscribed my name and affixed the seal of the said county, at the court-house thereof, this 3d day of November, in the year 1857.

[SEAL.] EDMUND WADDELL, *Clk.*

RICHMOND, *15th November*, 1787.

Codicil to my will.

I am setting out for another trip to Portsmouth to-morrow or next day, and in case of my death before I return, or make a more regular will, this paper is to contain my last will and testament, revoking all others. I direct that my body be for the present deposited somewhere on the hill in Charles City, near where my barn lately stood, called the milled quarter barm, and as soon as ever the season will admit
389 of it, a vault is to be made of brick and walled in, and my body deposited in it, and my wife Anna's remains are to be brought there and deposited alongside of me. I trust this business to my friend Capt. Anthoney Singleton, and I hope he will not delay the execution of it longer than can possibly be avoided; if he does, and I am permitted to haunt him, I will do it as shure as I die. I am verry impatient to be with my Anna, and I am shure she would be as impatient to be with me. I leave Singleton fifty golden guineas for his office, to lay out in a ring or any token of remembrance. I do not decline mentioning my wife Susanna and my baby at Curles, because my affection for them is lessened, but from some things which have passed between myself and some of her family, I expect I should not be a welcome guest among them, if hereafter we have any remembrance of our former state. In this serious hour I call my God to witness that I am the aggreived and not the aggressor. To my dear friend Abby Willing, of Philadelphia, twenty guineas must be sent immediately on my death, with a lock of my hair. God preserve my body. If I die, what will become of him. But I trust him and all my fortune, both real and personal, for his use, to my friends and worthey relations, my brother Carter and Benja-
390 min Harrison, of Brandon; or, to be more in the words of the law, I give to my son Benjamin Harrison, now an infant under three months old, all my estate, both real and personal, to him and his heirs, forever, if he lives to come of age or marry, subjecting the same, however, to the payment of my just debts and the legacies before given and now to be given, before I finish writing. I permit my executors to manage my estate, in buying and selling, just as their judgment directs them, for I know that they will do for the best; and I command my son to abide by their bargains if he lives to come of age. I give to my kind

father my chariott and four of my best horses. If my child dies before he comes of age or marries, and my father should be alive, I direct that every shilling of money that I may be worth, after paying my just debts, may go towards paying his, my father's debts, if he owes as much; and what may be left I divide between my brother Carter and William and their heirs forever, they taking care to provide for our sister Salley, if she is not well married. My brother Carter and Benjamin Harrison, of Brandon, I appoint my executors, and I recommend it to them to appoint my friend Mr. William Wiseham to settle all my money matters, allowing him an ample and generous commission for so doing.

Written this fifteenth of November, 1787, ten o'clock at night, the
391 anniversary of my wedding with my deservedly beloved Anna.

BENJAMIN HARRISON, JUN'R.

P. S.—Don't fail to give my watch to Betsy Randolph, of Curts.

B. H., JR.

RICHMOND, 20*th August*, 1790.

I am setting out to-morrow morning for New York, and in case of my death this paper will be found in a sheet wholly written on, entitled "Richmond, 15 Nov'r, 1787, codicil to my will," and that paper is to be considered as my last will and testament, and this is a codicil to it. My two negro girls Hebe & Phillis, lately sent to Curts—Hebe to Sally Randolph, and Phillis to Polly Randolph—I give them and their increase to them and their heirs, forever. I appoint my friend Capt. Singleton one of my executors, and I hope he will take on himself the execution that trust, with my other executors.

BENJ'N HARRISON, JUN'R.

At a monthly court held for Charles City County, at the court-house, on Thursday, the nineteenth day of December, 1799, the aforewritten last will and testament of Benj'n Harrison, jr., dec'd, with a codicil annexed, there being not witness to the same, John Christian and John Minge, severally deposeth and saith that they are well acquainted with the testator's handwriting, and verily believe that the said will, and het name subscribed, are of the testator's own writing; whereupon the
392 said will is ordered to be recorded, and Carter B. Harrison, one of the executors therein named, refused to take upon himself the burthen thereof; and on the motion of the said executor, who made oath as the law directs, and together with John Minge and John Edmondson, his securities, entered into and acknowledged their bond in the penalty of $40,000, conditioned according to law, certificate is granted him for obtaining letters of administrators on the estate of Benj'n Harrison, dec'd, and with his will annexed in due form, liberty reseved to Benj'n Harrison, the other executor therein named, to join in the probate when he shall think fit.

Teste: RO. MUNFORD, *C. C.*

I, Edmund Waddell, clerk of the county court of Charles City County, in the State of Virginia, do hereby certify that the foregoing is a true and correct copy, taken by me from an original paper filed among the records of this office, and admitted by the county court of this county to probate as the last will and testament of Benjamin Harrison, jr., deceased.

In testimony whereof I have hereunto subscribed my name and af-

fixed the seal of the said county, at the court-house thereof, this 3d day of November, in the year 1857.

EDMUND WADDELL, *Clk.*

393 VIRGINIA, *to wit:*

I, Henry A. Wise, governor of the State aforesaid, do hereby certify and make known unto all whom it may concern that Edmund Waddell, whose name is subscribed to the document annexed, is, and was at the time of subscribing the same, clerk of the county court of Charles City County, in the Commonwealth of Virginia, duly elected and qualified; that his attestation is in due form; that he is the proper officer to make the same; and that to his official acts full faith, credit, and authority are due and ought to be given.

In testimony whereof I have subscribed my name and caused the great seal of the State to be affixed hereunto.

Done at the city of Richmond the twenty-sixth day of December, in the year of our Lord one thousand eight hundred and fifty-seven, and of the Commonwealth the eighty-second.

[L. S.] HENRY A. WISE.

By the governor:

GEORGE W. MUNFORD,
Sec'y of the Com'th.

Resolutions of the House of Delegates, Va., Nov'r 1783.

General assembly, begun and held at the public buildings, in the city of Richmond, on Monday, the twentieth of October, in the year of our Lord one thousand seven hundred and eighty-three, being the
394 second session of the present general assembly.

In the house of delegates, the 29th of November, 1783.

Mr. Mann Page reported from the committee of propositions and grievances, that the committee had, according to order, had under their consideration the petition of Elizabeth Rickman, widow and executrix of William Rickman, late of the county of Charles City, deceased, to them refered, and had agreed upon a report, and come to several resolutions thereupon, which he read in his place, and afterwards delivered in at the clerk's table, where the same were again twice read, amended, and agreed to by the house as followeth:

It appears to your committee that the said William Rickman was, the eighteenth day of May, 1776, constituted and appointed by Congress director and chief physician of the hospital in Virginia, in the service of the continent; that the said Rickman continued to act under the said appointment until the 21st day of October, 1780, when he resigned.

Resolved, That the petition of the said Elizabeth Rickman, praying that the auditor of public accounts may settle and allow the legal depreciation of the pay for the said Wm. Rickman, and issue certificates for the same, and warrants for the interest thereof, as in the
395 case of officers and soldiers, is reasonable.

Resolved, That Elizabeth Rickman, widow of the said William Rickman, be allowed such a portion of land as the rank and services of the said William Rickman merit.

A copy from the original.

Teste: I. PLEASANTS, JR., *C. H. D.*

JAN'Y 22D, 1807.

GENERAL LAND OFFICE,
Nov. 12th, 1858.

I, Thos. A. Hendricks, Commissioner of the General Land Office, do hereby certify that the annexed is a true and literal exemplification of papers on file in this office.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[L. S.] THOS. A. HENDRICKS,
Commissioner of the General Land Office.

Certificate issued to Benj'n Harrison for Mrs. E. Rickman.

I do certify that Elizabeth Rickman, widow and executrix of Doctor Wm. Rickman, deputy director general, is entitled to the proportion of land allowed a colonel of the continental line, who has served three years, by resolution of assembly.

THOS. MERIWETHER.

COUNCIL CAMBER, *June 12th* 1784.
BENJ. HARRISON.

396 The above is a true copy of a certificate on which a military land warrant for 6,666⅔ acres, No. 2245, issued to the above-named Elizabeth Rickman on the 13th Jan'y, 1784.

WM. PRICE, *Reg.*

LAND OFFICE, *April* 23, 1808.

By comparison the within copy of a certificate, with the warrant issued thereon, it will be found the said warrant should have expressed "for three years' service as a deputy director general," and not as a colo.; the rank of colo. being inserted in the proceedings of the house of delegates for the purpose of fixing his (Rickman's) rank, and establishing the quanty of land which Wm. Rickman was entitled, which quantity under the laws passed prior to the cession to the United States, due a colo., for three years' services, was 6,666⅔ acres.

By reference to the resolution in favor of Elizabeth Rickman, as executrix of Doct. Wm. Rickman, dec'd, it will be found it passed prior to the date of cession to the United States.

WM. PRICE, *Reg'r.*

LAND OFFICE, *April* 23, 1808.

GENERAL LAND OFFICE,
Nov'r 23d, 1858.

I, Thomas A. Hendricks, Commissioner of the General Land
397 Office, do hereby certify that the annexed is a true and literal exemplification of papers on file in this office.

In testimony whereof I have heerunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[L. S.] THOS. A. HENDRICKS,
Commissioner of the General Land Office.

Mrs. Waddell, guardianship & marriage certificate.

STATE OF VIRGINIA,
Clerk's Office of the Court of Hustings for the Town of Staunton, to wit:

I, James F. Patterson, clerk of the court aforesaid, in the State of

Virginia, do certify that amongst the records of the said court are the following:

At a court of hustings, held for the corporation of Staunton, on Monday, April the 18th, 1814, Betsey Edmondson, orphan of John Edmondson, deceased, appeared in court, and being upwards of 14 years of age, with the approbation of the court, made choice of John Brown, esq., as her guardian, who thereupon, together with Addison Waddell, his security, entered into acknowledged their bond in the penalty of ten thousand dollars, conditioned as the law requires, which bond is ordered to be recorded.

The bond above referred to is in the words and figures following, to wit:

"Know all men by these presents that we, John Brown and
398 Addison A. Waddell, are held and firmly bound unto Chapman Johnson, mayor; Erasmus Stribbling, recorder; Henry Hartman, and William White, gentlemen, justices of the corporation court of Staunton, now sitting, in the sum of ten thousand dollars, to which payment, well and truly to be made to the said justices, and their successors, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these present, sealed with our seals, and dated this 18th day of April, 1814, and in the 38 the year of the Commonwealth.

"The condition of the above obligation is such, that if the above-bound John Brown, his executors and administrators, shall well & truly pay and deliver, or cause to be paid and delivered, unto Betsy Edmondson, orphan of John Edmondson, deceased, all such estate or estates as now is, or are, or hereafter shall appear to be, due to the said orphan, when, and as soon as she shall attain to lawful age, or when thereunto required by the justices of the said corporation court, as also keep harmless the above-named justices, their and evey of their heirs, executors, and administrators, from all trouble and damages that shall or may arise about the estate, then the above obligation to be void; otherwise to remain in full force.

399 "JNO. BROWN. [SEAL.]
"A. WADDELL. [SEAL.]

"Signed, sealed, acknowledged, & delivered in the presence of the court.
"Teste:

"VINCENT TAPP, *Clk.*"

And amongst the papers filed with the records of said court is a marriage-license bond in the words and figures following, to wit:

"Know all men by these presents, that we, Lyttleton Waddell and John Brown, are held and firmly bound unto his excellency James Barbour, esquire, governor of Virginia, and his successors, in the sum of one hundred and fifty dollars, for the use of the Commonweath, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th day of April, in the year of our Lord one thousand eight hundred and fourteen.

"The condition of the above obligation is such, that whereas a marriage is shortly intended to be solemnized between the above-bound Lyttleton Waddell, bachelor, & Betsy Edmondson, spinster, if therefore there

shall be no lawfull cause to obstruct the said marriage, then the above obligation to be void; otherwise to remain in full force and virtue.

"L. WADDELL. [SEAL.]
"JNO. BROWN. [SEAL.]

"Signed, sealed, and delivered in the presence of—
"VINCENT TAPP."

400 And also amongst the papers filed with the records of said court is a writing in the words and figures following, to wit:

"Joined in matrimony, Littleton Waddell & Betsy Edmondson, 28 of April, 1814.

"WM. CALHOUN.

"VIN. TAPP, *C. C.*"

In witness of all which I have hereto subscribed my name and affixed the seal of the said court this twenty-fifth day of August, in the year one thousand eight hundred and fifty seven.

[SEAL.] JAMES F. PATTERSON, *Cle'k.*

STATE OF VIRGINIA, *Town of Staunton, to wit:*

I, Nicholas K. Trout, mayor of the town aforesaid, in the State of Virginia, hereby certify that James F. Patterson, who has given the foregoing certificate, is clerk, as he has therein stated, and that his attestations is in due form of law.

Given under my hand this 26th day of August, 1857.

N. K. TROUT,
May. of Staunton.

Record.

COUNCIL CHAMBER, 12 *January*, 1784.

I do certify that Elizabeth Rickman, widow and executrix of Doctor Wm. Rickman, director general, is entitled to the proportion of land allowed a colonel of the continental line, who has served three
401 years, by resolution of assembly.

BENJAMIN HARRISON.

THOMAS MERIWETHER.

No. 2245.—A warrant for 6,666⅔ acres issued to Elizabeth Rickman, 13th Jan'y, 1784.

I do certify that the foregoing is a copy from the records of the Virginia land office, as witness my hand and seal of office hereto affixed, at Richmond, on this the 17th day of April, 1857.

[L. S.] S. N. PARKER, *Reg. L. Office.*

This is to certify that it appears from a list in this office of such officers and soldiers of the Virginia continental line as settled their accounts, and received certificates for the balance of their full pay, according to an act of assembly passed the November session, 1781, directing the auditors of public accounts to settle and adjust the pay and accounts of the said officers and soldiers from the 1st January, 1777, to the 31st, 1781, (see Hening's Statutes at Large, vol. 10, p. 462,) that a settlement was made on the 28th day of February, 1784, in the name of William Rickman, as director hosp'l, and evidence of the indebtedness of the

State to him for £1,722 19 2, delivered to B. Harrison, and was given, as appears by copy of the settlement on file in this office, for services, from the 1 Jan., 1777, to 20 October, 1780.

402 Given under my hand at the first auditor's office, Richmond, this 17th day of April, 1857.

E. L. HEWITT,
Act'g Aud'r of P. Acc'ts.

No seal of office.

SATURDAY, *February 28th*, 1784.

No. 1505.—United States warr't, to Wm. Rickman's estate for two years, int., dated this day, in part of the balance of his pay, as director and chief physician to the continental line				36	0 0
Do. 1506,	ditto	to	ditto....ditto....ditto	36	0 0
Do. 1507,	do.	to	do.....do.....do.....	36	0 0
Do. 1508,	do.	to	do.....do.....do.....	36	0 0
Do. 1509,	do.	to	do.....do.....do.....	36	0 0
Do. 1510,	do.	to	do.....do .....do. in ful.l.	26	15 0

This is to certify that the foregoing is truly extracted from the auditor's day-book for the year 1784, now on file in this office.

Given under my hand in the office of the auditor of public accounts this 17th day of April, 1857.

E. L. HEWITT,
Act'g Aud. of P. Acc'ts.

I, Henry A. Wise, governor of the State aforesaid, do hereby certify and make know unto all whom it may concern, that Stafford H. Parker, whose name is subscribed to the document annexed, is, and was at the time of subscribing the same, the register of the land office; and that Edwin L. Hewit, whose name is subscribed in like manner, is the

403 acting auditor of public accounts of the Commonwealth of Virginia, duly elected, appointed, & qualified according to law; that their attestations are in due form; that they are, each in this department, the proper officer to make the same; and that to their official acts, full faith, credit, and authority are due, and ought to be given.

In testimony whereof I have subscribed my name and caused the great seal of the State to be affixed hereunto. Done at the city of Richmond, the seventeenth day of April, in the year of our Lord one thousand eight hundred and fifty-seven, and of the Commonwealth the eighty-first.

[L. S.] HENRY A. WISE.

By the governor:

GEORGE W. MUNFORD,
Sec'y of the Com'th.

Auditor's 2d certificate, Sept. 7, 1858.

Office of the auditor of public accounts of the State of Virginia.

This is to certify that there is in this the office of the auditor of the public accounts of the State of Virginia, at Richmond, a manuscript book, which contains a "List of officers of the Virginia line, on continental establishment, who have received certificates for the balance of their full pay, agreeable to an act of assembly passed the November

session, 1781;" that in the said list, on page sixty of the said book,
404 are the following entries:

Officers' names.	By whom received.	Days when.	Sums.
Randolph, Robert	Capt., himself	July 4, 1782	558 2 8
Ragsdale, Duny	Capt. art'y, ditto	Jan'y 21, 1783	358 13 5
Roberts, John	Surgeon inf'y, ditto	" 31, "	583 6
Roy, Beverly	L't do., ditto	Mar. 3, "	241 7 4
Rankins, Rob't	L't do., ditto	" 8, "	161 18 4
Ransdell, Thomas	L't infantry, Jno. Marshal	" 15, "	164 14 3
Russell, Albert	L't do., himself	April 1, "	298 0 7
Robertson, William	L't do., ditto	" 23, "	492 11 10
Robinson, Cole	Ens. do., ditto	May 6, "	116 1 6
Renis, Giles	L't do., ditto	" 23, "	61 7 3
Ridley, Thomas	Major do., ditto	" 30, "	686 6 5
Reid, Nathan	Capt. do., ditto	June 2, "	287 12 8
Rogers, William	Capt. do., ditto	" 17, "	331 2 7
Rice, George	Capt. do., ditto	" 18, "	122 10 4
Robertson, John	L't & adj't gen'l, Stevens	" 19, "	416 7 5
Richardson, Walker	L't art'y, Mr. Nowell	" 28, "	356 15 7
Rhea, Mathew	L't & q'm'r, himself	July 28, "	390 15 6
Roney, John	L't infant'y, ditto	" 31, "	400 0 9
Rose, Robert	Surgeon ca'ry, ditto	Nov'r 4, "	286 12
Roberts, John	Major guards, F. Strother	" 8, "	404 1 10
Russell, William	Col. inf'y, himself	Dec'r 4, "	564 16 8
Rice, Holman	Capt. infantry	" 6, "	95 6 4
Randolph, Harrison	P'm'r, himself	Feb'y 23, 1784	164 18
Rose, Alexander	Capt. inf'y, ditto	" 23, "	174 18 9
Rickman, William	Director hosp'l, B. Harrson	" 28, "	1,722 19 2
			9,437 7 2

This is further to certify that the foregoing are all the entries
405 on said page sixty of said book, and that the certificates issued in the name of William Rickman, director of the hospital, on the 28th of February, 1784, and delivered to B. Harrison for £1,722 19 2, were given, as appears by a copy of the settlement on file in this office, for services from the 1st of January, 1777, to the 2d of October, 1780, as follows:

No. 659.

The United States in acc't with William Rickman of the Va. hospital.

Dr.			Cr.
To pay from 1 Jan., '77, to 6 April following, 24			115 4 0
To pay from 7 April, '77, to 20th October, 1780			1,936 10 0
To cash overp'd of sums rec'd per cash-book, £736			12 5 8
By retained rations			152 1 8
By pay & subsistence rec'd at sundry times, 2916			365 12 6
" certificates	1,722 19 2		
" error	127 9 8		
		1,850	8 10

This is further to certify that the foregoing settlement of account between the United States and William Rickman is a correct copy taken from a manuscript book in this office, entitled "Copies of accounts settled by state auditor No. 2, M to Z," and further, that the foregoing extract from the list of officers aforesaid (which list is a long one) contains all that relates to the said William Rickman.

Given under my hand, as auditor of public accounts of the State of Virginia, at Richmond, the capital of said State, this seventh day of Sep-

tember, in the year A. D. one thousand eight hundred and fifty-eight, this office having no seal authorized or required by law.

J. M. BENNETT.

406 VIRGINIA, *to wit:*

I, Henry A. Wise, governor of the State aforesaid, do hereby certify and make known unto all whom it may concern, that J. M. Bennett, whose name is subscribed to the document annexed, is, and was at the time of subscribing the same, the auditor of public accounts of the Commonwealth of Virginia, duly elected and qualified; that his attestation is in due form; that he is the proper officer to make the same; and that to his official acts full faith, credit, and authority are due and ought to be given.

In testimony whereof I have subscribed my name, and caused the great seal of the State to be affixed hereunto.

Done at the city of Richmond, the eighteenth day of September, in the year of our Lord one thousand eight hundred and fifty-eight, and of the Commonwealth the eighty-third.

[L. S.] HENRY A. WISE.

By the governor:

GEORGE W. MUNFORD,
Sec'y of the Com'th.

Warrant to Col. Anderson for B. Harrison, dated Jan'y 13th, 1784.

Land office military warrant No. 2245.

To the principal surveyor of the lands set apart for the officers and soldiers of the Commonwealth of Virginia:

407 This shall be your warrant to suvey and lay off, in one or more surveys, for Elizabeth Rickman, widow of William Rickman, her heirs or assigns, the quantity of six thousand six hundred sixty-six & $\frac{2}{3}$ acres of land due unto the said Elizabeth Rickman, widow as aforesaid, in consideration of Wm. Rickman's services for thee years as a colo. in the Virginia continental line, by resolution of assembly of the 3d of December, 1783, & according to a certificate from the governor and council received into the land office.

Given under my hand and the seal of said office this 13th day of January, in the year one thousand seven hundred and 84.

[L. S.] JOHN HARVIE, *R. L. Off.*

Endorsed: "Eliza Rickman, (5,) 6,666$\frac{2}{3}$."

The within warrant to be laid in five surveys, four of a thousand each, and one of two thousand six hundred sixty-six and $\frac{2}{3}$.

RICHARD C. ANDERSON,
For B. Harrison.

GENERAL LAND OFFICE,
Nov'r 12th, 1858.

I, Thomas A. Hendricks, Commissioner of the General Land Office, do certify that the annexed is a true and literal exemplification
408 of papers on file in this office.

In testimony whereof I have hereunto subscribed my name and

caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[L. S.]

THOS. A. HENDRICKS,
Commissioner of the General Land Office.

And afterwards, to wit, on the 14th day of November, A. D. 1865, came sundry persons therein named, by Henry Stanbery, their attorney, and presented to the court their petition in the words and figures following, to wit:

Petition.

To the judges of the circuit court of the United States for the seventh circuit and southern district of Ohio:

Your petitioners, Littlejohn Waddell, Elizabeth W. Edmondson, Lucy A. Edmondson, Mary H. Edmondson and Edwin L. Edmondson, William D. Cooke and Lucy A. Cooke, (his wife,) James A. Waddell, Littlejohn Waddell, jr., and William H. H. Waddell, show to your honors—

That at the special and adjourned term of this court begun and held on the 21st June, 1859, to wit, on the 26th day of July in said term, in a case in equity therein pending, in which John Edmondson, Lit-
409 tlejohn Waddell, and Elizabeth Waddell, his wife, were plaintiffs, and Adam Bloomshine and others were defendants, a final decree was rendered by this court, dismissing said bill and ordering in the costs, to be paid by said plaintiffs.

That afterwards, in the April term (A. D. 1860) of this court, to wit, on the 26th day of May in said term, the following entry was made in said case, to wit:

"In this case, wherein a decree was rendered at the June term of this court against the plaintiffs, said plaintiffs now come by their attorney, and pray the court to allow an appeal to the Supreme Court of the United States, and fix the amount of bonds to be given by said appellants for that purpose; and said prayer is now allowed by the court, and said appellants are hereby ordered to give bond in the sum of $1,000 to the satisfaction of the clerk of this court."

That afterwards, on the 30th of June, 1862, the said John Edmondson departed this life intestate, leaving your petitioners Elizabeth W., Lucy A., Mary H., and Edwin L. Edmondson, his only heirs at law.

That afterwards, on the 20th day of June, 1864, the said plaintiff, Elizabeth Waddell, who was then, as well as at the date of said decree, the wife of said plaintiff Littlejohn Waddell, also died intestate, leaving your petitioners, the said Lucy A. Cooke, James A. Waddell, Littlejohn Waddell, jr., and William H. H. Waddell, her only heirs at law.

410 That the interest of said respective decedents in the subject-matter in controversy in said case has descended to their respective heirs, your petitioners, aforesaid.

That notwithstanding the allowance of said appeal, no appeal bond was made or given as required by said order.

Your petitioners now appear and pray your honors to allow them to become parties to said appeal, and to perfect the same by now entering into a bond for the appeal.

HENRY STANBERY,
Counsel for Petitioners.

Afterwards, to wit, on the 14th day of November, A. D. 1865, an en-

try was made on the journal of said court in the words and figures following, to wit:

Entry.

WDDELL, EDMONSON, ET AL. } 426.—Petition to perfect appeal.
v.
ADAM BLOOMSHIRE ET AL. }

And now come the said petitioners, and the court being satisfied that the facts set forth in said petition ar true, and that the prayer thereof ought to be granted, do order that said petitioners, Elizabeth W. Edmondson, Lucy A. Edmondson, Mary H. Edmondson, and Edwin L. Edmondson, be admitted as parties plaintiff in the place of said John Edmondson, deceased, and that the said William D. Cooke, Lucy A. Cooke, James A. Waddell, Littlejohn Waddell, jr., and William H. H. Waddell, be admitted as parties plaintiff in the place of the said Elizabeth Waddell, deceased, and that said petitioners have leave to perfect said appeal, so allowed at the June T. (1859) of this court, by giving bond in the sum of one thousand dollars, as therein provided.

411 And afterwards, to wit, on the 22d day of November, A. D. 1865, came the said parties plaintiffs, by their counsel, and filed in the office of the clerk of the said court their appeal bond in the words and figures following, to wit:

Bond.

Know all men by these presents that Thomas W. Powell, Thomas E. Powell, Nathan Williams, and William E. Dunn, all as sureties for the appellants, are held and firmly bound unto Adam Bloomshire, Conrad Dolinger, John L. Doellinger, John Delph, John Adam, John Adam Ell, Garrett Harris, Adam Kuhlman, John M. Kerner, George Nicol, George Rouse, jun., Philip Rouse, George Rouse, Gotlieb Ruppright, 2d, John M. Shiderer, Jacob Sidell, Philip Dasher, John West, Joseph Bain, William Campbell, Asa Caryl, William Cratty, Sebastian Ell, John S. Fulton, John Gear, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsy, Daniel Keys, Levi Lyon, Hugh Moore, Adam Roust, Jackson G. Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicolson, S. T. Orgon, Robert Sharp, Christian Smith, James Smith, George H. Turner, Joseph Gibson, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, John L. Geer, Andrew Geuher, Harvey Hawley, John Hawley, and William Smith, and their heirs, executors, and administrators, in the penal sum of one thousand dollars, the payment of which, well and truly to be made, they do hereby bind themselves, their heirs, ex-
412 ecutors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, signed, and dated this 18th day of November, A. D. 1865.

The condition of this obligation is such that, whereas heretofore, to wit, on the 12th day of December, A. D. 1854, John Edmondson and others filed their bill of complaint in the circuit court of the United States for the district of Ohio, against Adam Bloomshire and others, defendants above named, numbered 426 on the docket of said court, and the said cause proceeded to hearing, and the said bill of complaint was dismissed at the June term, 1859, and appeal allowed on complain-

ants giving bond in one thousand dollars; and whereas, on the 14th day of Nov., 1865, Littlejohn Waddell, Elizabeth W. Edmondson, Lucy A. Edmondson, Mary H. Edmondson and Edwin L. Edmondson, William D. Cooke and Lucy A. Cooke, (his wife,) James A. Waddell, Littlejohn Waddell, jr., and William H. H. Waddell, filed their petition in the said court, praying to be admitted as parties plaintiff in said cause, with leave to perfect an appeal from said decree of dismissal, and, upon cause shown, said parties were admitted as parties plaintiff, with leave to complete the appeal bond and perfect said appeal to the Supreme Court of the United States:

Now, therefore, if the said plaintiffs in said cause shall, with all practicable speed, cause a transcript of the record of said cause to be
413 filed with the clerk of the Supreme Court of the United States, and shall prosecute the said cause to a hearing in the Supreme Court of United States, and abide by all the orders and decrees made and rendered by the said Supreme Court of the United States, and pay all costs and charges which may be ordered or decreed by them to be paid by the said court, and save the said defendants harmless therefrom, then these presents shall be void; otherwise to be and remain in full force, virtue, and effect.

In testimony whereof the said obligors have hereunto set their hands and seals the day and year above written.

T. D. POWELL. [SEAL.]
T. E. POWELL. [SEAL.]
N. WILLIAMS. [SEAL.]
WM. E. DUNN. [SEAL.]

I, B. F. Loofbourrow, clerk of the court of common pleas of Delaware County, Ohio, having examined the foregoing bond, and the signatures thereto, certify that the above-named parties are responsible and good for the amount of the above bond.

B. F. LOOLBOURROW, *Clerk.*

Approved:

JOHN McLEAN,
Clerk U. S. Cir. C't South. Dist. Ohio.

Nov. 22, 1865.

414 No. 1.

THE UNITED STATES OF AMERICA:

Supreme Court of the United States to Adam Bloomshire and others, greeting:

Whereas at the Oct'r term, 1865, Littleton Waddell, Elizabeth W. Edmondson, & others, obtained the allowance of an appeal to remove into the said Supreme Court, to be holden at the city of Washington, on the first Monday in the month of December next, the record of a certain plaint, process, proceedings, and judgment, in a cause in chancery, wherein you, the said Adam Bloomshire and others, in that action lately recovered against the said Littleton Waddell, &c., a decree dismissing their bill and costs, as by the said record in the said cause remaining appears, in which said record and proceedings, and also in the

rendition of the judgment thereupon, manifest error hath intervened, as by the said Littleton & others we are informed, and our said appeal granted, issued, and allowed as aforesaid for the purpose of correcting the errors aforesaid alledged, if any there be; you are therefore hereby commanded and cited to be and appear before the judges of the said Supreme Court, at the city of Washington, at the next term of said court to be holden on the first Monday in the month of December next, to have the errors aforesaid corrected and the judgment of our said Supreme Court thereupon.

Witness the Honorable S. P. Chase, Chief Justice of the United States of America, this 8th day of December, in the year of our Lord one thousand eight hundred and sixty-five, and of the independence of the United States of America the 90th.

[SEAL.] H. H. LEAVITT,
Dist. Judge U. States for the Southern District of Ohio.

THE STATE OF OHIO, *Union County, ss:*

Service of the within citation was this day duly made upon me as the surviving of record in the cause within named.

Dec. 18th, 1865.

J. W. ROBINSON, *Att'y for Def'ts.*

(Indorsed:) No. 357. Edmonson & al. vs. Bloomshire & al. Citation & service.
Filed 31 March, 1866.

414 UNITED STATES OF AMERICA,
Southern District of Ohio, ss:

I, John McLean, clerk of the circuit court of the United States within and for the 7th circuit and southern district of Ohio, hereby certify the foregoing transcript to be truly taken and copied from the record as the same is kept in this office, and also from the papers on file in the same.

In testimony whereof I have hereunto set my hand and affixed the seal of said court this 11th day of October, A. D. 1865, and in the 90th year of the independence of the United States of America.

[SEAL.] Attest: JOHN McLEAN,
Clerk U. S. Cir. C't.

(Index on pages 415, 416, 417, 418, and 419, for which see commencement of printed record.)

419 Costs of transcript, $125 00.

420 At a circuit court of the United States, within and for the sixth circuit and southern district of Ohio, begun and held at the court-house, in the city of Cincinnati, on the first Tuesday of April, being the sixth day of that month, in the year of our Lord one thousand eight hundred and sixty-nine, and of the independence of the United States of America the ninety-third—present, the Honorable Humphrey Leavitt, one of the judges of said court—among the proceedings had were the following, to wit:

JOHN EDMONDSON ET AL.
vs.
ADAM BLOOMSHIRE ET AL. } 426.—Chancery.

Be it remembered that heretofore, to wit, on the thirteenth day of

April, in the year of our Lord one thousand eight hundred and sixty-nine, came Henry Stanbery, of counsel for complainants, and produced and filed in court here the mandate of the Supreme Court of the United States in the above-stated case, which is in the words and figures following, to wit:

Mandate.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judges of the circuit court of the United States for the southern district of Ohio, greeting:

Whereas lately, in the circuit court of the United States for the southern district of Ohio, before you, or some of you, in a cause between John Edmonson and Littleton Waddell and wife, complainants, and Adam Bloomshire, Conrad Doellinger, John L. Doellinger, John Delph, John Adam, John Adam Ell, Garritt Harris, Adam
421 Kuhlman, John M. Kerner, George Nichol, George Rouse, junior, Philip Rouse, George Rouse, Gottleib Ruppright, 2nd, John M. Shiederer, Adam Steinbouer, Jacob Sidell, Philip Dasher, John West, Joseph Rain, William Campbell, Asa Caryll, William Crattey, Sebastian Ell, John S. Fulton, John Geer, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsey, Daniel Keys, Levi Lyon, Hugh Moore, Adam Roush, Jackson G. Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Orgon, Robert Sharp, Christian Smith, James Smith, George H. Turner, Joseph Gibson, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, John L. Geer, Andrew Genher, Harvey Hawley, John Hawley, and William Smith, respondents, (in chancery,) where the decree of the said circuit court, entered in said cause on [on] the sixteenth day of July, 1859, is in the following words, viz:

"And now here, to wit., on the sixteenth day of July, in the term of April, in the year of our Lord one thousand eight hundred and fifty-nine, to which term this cause was continued, this cause, coming on to be heard, was argued by counsel; on consideration whereof the court dismissed the bill in this cause; it is therefore ordered and adjudged by the court that the said complainant pay the costs taxed herein in ten days, and, in default thereof, that execution issue therefor as in judgement at law."

As by the inspection of the transcript of the [of the] record of the said circuit court, which was brought into the Supreme Court of the United States, by virtue of an appeal agreeably to the act of Con-
422 gress in such case made and provided, fully and at large appears.

And whereas, in the present term of December, in the year of our Lord one thousand eight hundred and sixty-eight, the said cause came on to be heard before the said Supreme Court on the said transcript of the record, and was argued by counsel; on consideration whereof, it is now here ordered, adjudged, and decreed, by this court, that this appeal be, and the same is hereby, dismissed, for the want of jurisdiction, (1st Feb., '69.)

You, therefore, are hereby commanded that such proceedings be had in said cause, as according to right and justice, and the laws of the United States ought to be had, the said appeal notwithstanding.

Witness the Honorable Salmon P. Chase, Chief Justice of the Su-

preme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and sixty-eight.

D. W. MIDDLETON,
Clerk of the Supreme Court of the United States.

And afterwards, to wit, but on the same day and in the year last aforesaid, came H. Stanberry, of counsel for complainants, and filed their petition for allowance of appeal herein, which said petition is in the words and figures following, to wit:

Petition for allowance of appeal.

In circuit court U. S. for southern district of Ohio.

WADDELL, EDMONDSON, ET AL.
vs.
ADAM BLOOMSHIRE ET AL.

To the hon. the judges of the circuit court of the United States for the 7th circuit and southern district of Ohio:

Your petitioners, Elizabeth W. Edmondson, Lucy A. Edmondson, Mary H. Edmondson and Edwin L. Edmondson, William D. Cooke, Lucy A. Cooke, James A. Waddell, Littleton (otherwise called Littlejohn) Waddell, jr., and William H. H. Waddell, show to your
423 honors, that on the 14th of November, 1865, an order was made by this court in the above-entitled case, that your petitioners have leave to perfect the appeal allowed in this case, at the June term, 1859, by giving bond in the sum of $1,000 00; that your petitioners, in conformity with said order, did accordingly give bond, as required therein, and the same was duly filed and approved, and citation issued, and was duly served, and the transcript filed in the clerk's office of the Supreme Court of the United States on the 8th December, 1866; that at the December term (1868) of said Supreme Court, the said appeal so taken and pending in said court, was by said Supreme Court dismissed, for want of jurisdiction, on the ground that the said order so made on the said 14 November, 1865, did not amount to an allowance of an appeal; that the only allowance of an appeal was that made in this court at the April term, 1860, and that as the transcript so filed in said Supreme Court was not filed at the next term of said Supreme Court succeeding said allowance so made at the April term, 1860, or the said appeal was not properly taken; and thereupon by order of said Supreme Court, at said December term, 1868, said appeal was so as aforesaid dismissed, and mandate of said Supreme Court filed in this court, March 19, 1869.

And your petitioners further state that (as heretofore found by this court) the said John Edmondson died intestate on the 30th June, 1862, and the said Elizabeth Waddell also died intestate on the 20th June, 1864, she being a feme covert at the date of the original decree,
424 and continually therefrom to the period of her decease.

Your petitioners further show that by the order of this court made on the 14th November, 1865, your petitioner Elizabeth W. Edmondson, Lucy A. Edmondson, Mary H. Edmondson, and Edwin L. Edmondson, who are the only heirs at law of said John Edmondson, and your petitioners William D. Cooke, Lucy A. Cooke, James Waddell, Littleton Waddell, jr., and William H. H. Waddell, who are the only heirs at law

of said Elizabeth Waddell, were made parties plaintiff in this case in place of the said intestates.

Your petitioners do therefore pray the allowance of an appeal from the said decree so rendered by this court at its said June term, A. D. 1859, and refer to the affidavit of Joseph A. Waddell herewith filed.

HENRY STANBERY,
Attorney for said Petitioners.

And afterwards, to wit, but on the same day and in the year last aforesaid, came H. Stanbery, of counsel for complainants, and filed the affidavit of Joseph A. Waddell herein, which said affidavit is in the words and figures following, to wit:

Affidavit of Jos. A. Waddell.

Circuit court of the United States for the southern district of Ohio.

EDMONDSON & ALS. *vs.* BLOOMSHIRE & ALS. } In equity.—Affidavit of Joseph A. Waddell.

I, Joseph A. Waddell, of Augusta County, in the State of Virginia, do certify and declare upon oath as follows:

I was well acquainted with Dr. John Edmondson & Littleton Waddell, sen'r, both of whom I always understood were parties in the suit whereof the title is above stated; I am nearly related to, and am
425 well acquainted with, the families of both the gentlemen named, and am thus enabled to state—

1. That Dr. John Edmondson died intestate on or about the 30th day of June, 1862, leaving to survive him a widow, Eliza H. Edmondson, who also died on or about the 3d day of May, in the year 1866, and the following four children, viz: Edwin L., Elizabeth W., Lucy A., & Mary H. Edmondson, all of whom are of full age and still living.

2d. That Mrs. Elizabeth Waddell, the wife of Lyttleton Waddell, sen'r, died on or about the 20th of June, in the year 1864; that her husband, the said Lyttleton Waddell, sen'r, died on or about the 11th day of March, in the year 1869, intestate, leaving to survive him the following children of his marriage with the said Elizabeth Waddell, viz: Lucy A. Cooke, wife of William D. Cooke, James A. Waddell, Lyttleton Waddell, jr., and William H. Waddell.

Given under my hand this 2d day of April, 1869.

JOS. A. WADDELL.

STATE OF VIRGINIA, *Augusta County, sct:*

I, William A. Burnett, a notary public in and for the said county, do hereby certify that Joseph A. Waddell, whose name is signed to the foregoing statement dated the 2d day of April, 1869, this day came before me in the said county and made oath that the said statement is true to the best of his knowledge and belief, and acknowledged that he had made and signed the said statement.

Given under my hand and official seal of office, at Staunton, this 20th day of April, A. D. 1869, and in the 93d year of the Commonwealth.

[SEAL.] WILLIAM A. BURNETT,
426 *Notary Public.*

And afterwards, to wit, but on the same day and in the year last

aforesaid, came James W. Robinson, of counsel for respondents, and filed their motion to dismiss petition for appeal herein; which said motion is in the words and figures following, to wit:

Motion to dismiss pet'n for appeal.

Circuit court of the United States for the southern dist. of Ohio.

JOHN EDMONSON, & LITTLETON WADDELL and wife, complainants,
vs.
ADAM BLOOMERSHIRE ET ALS., RESPONDENTS.

The defendants, not entering their appearance, nor waiving any rights or benefit of exception for error, want of jurisdiction, lapse of time or otherwise, but reserving the same and not admitting their liability to respond to the complainants' petition for the allowance of an appeal, nor admitting the truth of the allegations therein contained, but protesting against the same, now come by James W. Robinson, their attorney, and move the court to dismiss the said petition for the following reasons:

1st. Because the full period of five years had elapsed within which an appeal might have been allowed prior to the filing of said petition.

2d. Because the powers of this court, having been once invoked and exercised for the allowance of an appeal, are exhausted.

3d. Because the heirs of the said Elizabeth Waddell have no interest in the subject-matter of the said petition, or the further prosecution of the original bill, they having on the 17th day of July, 1865, transferred and released all their interest in the subject-matter of both to the said Edmund L. Edmonson, as will fully appear from the affidavit of
427 the respondents' attorney, herewith filed.

4th. And for other reasons suggested by and growing out of the record, former proceedings, & adjudications of the court in the premises.

JAMES W. ROBINSON,
Solicitor for Respondents.

And afterwards, to wit, but on the same day and in the year last aforesaid, came J. W. Robinson, of counsel for respondents, and filed copy of deed and affidavit herein; which said copy of deed and affidavit is in the words and figures following, to wit:

Copy of deed.

Know all persons by these presents that we, the undersigned, James A. Waddell and Susan C. Waddell, of Monroe County, West Virginia; William D. Cooke & Lucy, of the city of Richmond and State of Virginia; Lyttleton Waddell, jr., Nannie E. Waddle, Wm. H. H. Waddle, and Maggie Waddle, only surviving heirs of Elizabeth Waddle, dec'd, and Lyttleton Waddle, sr., of Augusta County, Virginia, for and in consideration of the conditions hereinafter mentioned, do hereby bargain, sell, and convey, and forever quitclaim, unto Edwin L. Edmonson, of Augusta County, Va., his heirs and assigns, forever, all of our right, title, and interest in and to all lands, moneys, & benefits devised to John Edmonson by his wife, Elizabeth Edmonson, formerly Mrs. Rickman, which considerations are as follows:

Whereas said Edmonson covenants and agrees to pay certain costs

which have accrued in the prosecution of a claim for certain surveys of land located in the counties of Union and Delaware, Ohio, and hereby releases us from the payment of any part thereof, and for the further consideration of one dollar, on hand paid to us by the said Edmonson,
428 we do hereby bargain, convey, and quitclaim to said Edwin L. Edmonson forever all our right, title, and interest in and to said claim, which is known as the Rockman claim.

Given under our hands and seals this 17th day of July, 1865.

Witness the following signatures and seals:

JAS. A. WADDELL.	[SEAL.]
S. C. WADDELL.	[SEAL.]
WM. D. COOKE.	[SEAL.]
LUCY A. COOKE.	[SEAL.]
L. WADDLE, SR.	[SEAL.]
NANNIE E. WADDLE.	[SEAL.]
WM. H. H. WADDELL.	[SEAL.]
MAGGIE WADDELL	[SEAL.]
L. WADDELL.	[SEAL.]

STATE OF VIRGINIA, *Augusta County, ss:*

Before me, Wm. A. Burnett, a notary public in and for said Augusta County, State of Virginia, appeared the within Littleton Waddell, sr., and Nannie, his wife; William H. H. Waddell, and Maggie Waddle, his wife; and severally acknowledged the signing and sealing of the within deed of conveyance to be their voluntary act and deed; and the said Nannie & Maggie being at the same time examined by me separate and apart from their husbands and the contents of said conveyance made known to them by me, they declared that they are still satisfied therewith.

Given under my hand this 29th day of August, 1865.

WILLIAM A. BURNET, *N. P.*

STATE OF VIRGINIA, *Augusta County, ss:*

Before me, Wm. A. Burnett, notary public in and for said county of Augusta, personally appeared the within-named Littleton Waddle, sr., and Littleton Waddell, jr., and Wm. H. H. Waddle, and acknowledged the signing and sealing of the within deed of convenance to be their voluntary act and deed.

Given under my hand and seal in office, at Staunton, this 29th
429 of Aug., 1865.

WM. A. BURNETT, *N. P.* [SEAL.]

Affidavit.

THE STATE OF OHIO, *Hamilton County, ss:*

I, J. W. Robinson, being duly sworn, depose and say that the foregoing paper writing, purporting to be a release by the heirs of Elizabeth Waddle, dec'd, to Edwin L. Edmonson, of their interest in the Rickman lands, was copied by me from the record of deeds in and for said county of Union, and State of Ohio, and the same is a true copy and a full copy of the said release, as now recorded in vol. 28, page 402, of said records; one thing, however, for brevity, the acknowledgement of the same by Wm. D. Cooke and wife, dated Aug. 25, 1865, and the acknowledgement of James A. Waddell and Susan C. Waddell, dated Sept'r 2d, 1865, both in same form as that of the above copy and recorded with

said release. I further say that said Rickman lands included one survey, No. 4072, of 600 acres, not contained in the bill of complaint, for the reason that the complainants had obtained possession of said survey No. 4072, and held the same under their control; that said release by said heirs of Elizabeth Waddell included said survey No. 4072, as well as the lands described in said bill of complaint, and the sole consideration of said release was, that said Edwin L. Edmonson should pay the costs incurred prior to that time in this suit now sought to be appealed. The said heirs of Elizabeth Waddell aforesaid refused to further prosecute said suit, and they have now no interest whatever in its prosecution, or the allowance of the appeal thereof, and this application, so far as they are concerned, is wholly gratuitous on the part of the heirs
430 of said John Edmonson, dec'd.

And further this deponent saith not.

J. W. ROBINSON.

Sworn to and subscribed before me this 13th of April, 1869.

JOHN McLEAN, *Cl'k.*

Entry jour. O, page 87.

And afterwards, to wit, on the 14th day of April, in the year last aforesaid, an entry was made upon the journal of said court in the words and figures following, to wit:

And now come the plaintiffs, by their counsel, Henry Stanbery, as also the defendants, by their counsel, Messrs. Robinson & West, and upon consideration of the said petition of the plaintiffs, filed on 13th of the present month, and of the affidavit filed on the same day, and of the motion of said defendants, and the affidavit and exhibit filed by said defendants on the same 13th of April, and after hearing the arguments of counsel, and the court being satisfied, and finding that the facts set forth in said petition are true, and that the prayer thereof ought to be granted, and that the matter in controversy exceeds in value the sum of $2,000, do allow the appeal as prayed for, and direct that an appeal bond in the sum of $1,000 be given, to be approved by the clerk of this court.

And afterwards, to wit, on the sixteenth day of June, in the year of our Lord one thousand eight hundred and sixty-nine, came the appellants and filed their appeal bond herein; which said bond is in the words and figures following, to wit:

Appeal bond.

Know all men by these presents that I, Nathaniel W. Emerson, of Cincinnati, Ohio, as security for the appelants, am held and firmly bound unto Adam Bloomshire, Conrad Dolinger, John L. Doellinger, John Delph, John Adam, John Adam Ell, Garrett Harris, Adam Kuhlman, John M. Kerner, George Nicol, George Rouse, jun., Philip Rouse, George Rouse, Gotlieb Ruffright, 2d, John M. Shiderer, Jacob Sidell, Philip Dasher, John West, Joseph Bain, William Camp-
431 bell, Asa Coryl, William Crotty, Sebastian Ell, John S. Fulton, John Gear, George Gunderman, George P. Gunderman, James Hughes, Benjamin F. Kelsy, Daniel Keys, Levi Lyon, Hugh Moore, Adam Roust, Jackson G. Sprague, Mains Wasson, Hamilton Blue, Josiah Blue, Andrew Barker, J. C. Jones, Andrew Nicholson, S. T. Orgon,

Robert Sharp, Christian Smith, James Smith, George H. Turner, Joseph Gibson, Gregory Hawley, Andrew Keys, Reuben P. Mann, William Porter, John L. Greer, Andrew Gehner, Harvey Hawley, John Hawley, and William Smith, and their heirs, executors, and administrators, in the penal sum of one thousand dollars, the payment of which, well and truly to be made, he does hereby bind himself, his heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with my seal, signed, and dated this 16th day of June, A. D. 1869.

The condition of this obligation is such, that whereas heretofore, to wit, on the 12th day of December, A. D. 1854, John Edmondson and others filed their bill of complaint in the circuit court of the United States for the district of Ohio, against Adam Bloomshire and others, defendants above named, numbered 426 on the docket of said court, and the said cause proceeded to hearing, and the said bill of complaint was dismissed at the June term, 1859; and whereas on the petition of the now plaintiffs Elizabeth W. Edmondson, Lucy A. Edmondson, Mary H. Edmondson, Edwin L. Edmondson, William D. Cooke, Lucy A. Cooke, James A. Waddell, Littleton Waddell, jr., and William H. Waddell, the heirs at law and legal representatives of said original parties complainant, at the April term A. D. 1869 of said circuit court, to wit, on the 14th day of said April, the said court did allow an appeal as prayed for by
432 said plaintiffs from said decree of dismissal so made at the June term (A. D. 1859) of this court, and did direct that an appeal bond in the sum of $1,000 00 be given, to be approved of by the clerk of this court:

Now, therefore, if the said plaintiffs in said cause shall, with all practicable speed, cause a transcript of the record of said cause to be filed with the clerk of the Supreme Court of the United States, and shall prosecute the said cause to a hearing in the Supreme Court of the United States, and abide by all the orders and decrees made and rendered by the said Supreme Court of the United States, and pay all costs and charges which may be ordered or decreed by them to be paid by the said court, and save the said defendants harmless therefrom, then these presents shall be void; otherwise to be and remain in full force, virtue, and effect.

In testimony whereof the said obligor has hereunto set his hand and seal the day and year above written.

NATHANIEL W. EMERSON. [SEAL.]

Attest: HENRY STANBERY.

Approved:

JOHN McLEAN,
Clerk Cir. Court U. S. for S. Dis. of Ohio.

433 THE UNITED STATES OF AMERICA,
Southern District of Ohio, ss:

I, John McLean, clerk of the circuit court of the United States within and for said district, hereby certify the foregoing to be a true and correct transcript of the files and records in the case of Elizabeth W. Edmonson, James A. Waddell, et al., against Adam Bloomshire et al., in said court, as the same are kept in this office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Cincinnati, this sixteenth day of June, A. D. 1869, and in the 93d year of American independence.

[SEAL.] Attest: JOHN McLEAN, *Clerk.*

434 THE UNITED STATES OF AMERICA:

Supreme Court of the United States to Adam Bloomshire and others, greeting:

Whereas at the April term, 1869, to wit, on the 14th day of said April, Elizabeth W. Edmondson, James A. Waddell, & others obtained the allowance of an appeal to the Supreme Court of the United States, to remove into the said Supreme Court, to be holden at the city of Washington, on the first Monday in the month of December next, the record of a certain plaint, process, proceedings, and judgment in chancery, wherein you, the said Adam Bloomshire and others, in that action lately recovered against John Edmondson & Littleton Waddell & wife, the ancestors of the now plaintiffs & petitioners, and costs, as by the said record in the said cause remaining appears, in which said record and proceedings, and also in the rendition of the judgment thereupon, manifest error hath intervened, as by the said Elizabeth W. Edmondson, James A. Wadell, & others we are informed, and our said appeal granted, issued, and allowed as aforesaid, for the purpose of correcting the errors aforesaid alledged, if any there be: You are, therefore, hereby commanded and cited, to be and appear before the judges of the said Supreme Court, at the city of Washington, at the next term of said court, to be holden on the first Monday in the month of December next, to have the errors aforesaid corrected, and the judgment of our said Supreme Court thereupon.

Witness the Honorable S. P. Chase, Chief Justice of the United States of America, this 14th day of April, in the year of our Lord one thousand eight hundred and sixty-nine, and of the independence of the United States of America the 93d.

[SEAL.] H. H. LEAVITT.

I, J. W. Robinson, att'y for said Adam Bloomshire & others, do hereby acknowledge service of this citation this 14th of April, 1869.

J. W. ROBINSON,
Att'y for Def'ts.

(Indorsement on cover:) No. 239. Elizabeth W. Edmondson, James A. Waddell, et al., appellants, vs. Adam Bloomshire et al. S. Ohio C. C. U. S.

Filed 21st June, 1869.

1 Wall 655
jurisdiction
1 Wall 701 26-
argued 4 Mm 4 11/17
9 Ohio 19

Cabell 388
Oct Term 1865
Limitation of Actions

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7 Ohio 166
12 Ohio 358.
10 Ohio 362
Hamilton 367

Blanks –

Writ, Ubiquitus – 1 25 –

Bond 1 71

Warrant 1 7 –

argument that warrant
would be issued by
8 Summons Blanks 3 04
11 " " 4 00
10 Salary (W B) 7 01
Warrant 1 1 46
Summons 1 1 28

1 bond other principal
Mr Lamb

2 Bonds for dismissal
arrest

Bond for arrest
15 Pet for Writ

SUPREME COURT, UNITED STATES.

No. 55.

EDMONSON AND OTHERS

v.

BLOOMSHIRE AND OTHERS.

ABSTRACT OF BILL.

The Bill sets forth:

That on or about the 18th of May, 1776, William Rickman, of Charles City, Virginia, was appointed Deputy Director General in the Virginia Line on Continental Establishment, and served as such three years or more, and thereby became entitled to Virginia Military Bounty Lands.

That on the 7th of August, 1778, William Rickman made his will and devised all his property to his wife, Elizabeth Rickman.

That about the year 1781, William Rickman died, without issue, and his will was admitted to probate in Virginia; a copy being attached to the Bill as Exhibit "A."

That on the 3d of December, 1783, on the petition of Mrs. Rickman to the General Assembly of the State of Virginia, it was, among other things, "Resolved by the House of Delegates thereof, that Elizabeth Rickman, widow of the said

William Rickman, be allowed such a portion of land as the rank and services of the said William Rickman merit."

That afterwards, on the 13th of January, 1784, in pursuance of said resolution, a *certificate*, or military land warrant, No. 2245, was issued to Mrs. Rickman for 6666⅔ acres of land; a copy of the warrant being attached to the Bill as Exhibit "B."

That about the ——day of ——, 1789, Mrs. Rickman married John Edmonson, of Charles City; and afterwards, on or about the —— day of ——, 1790, they united in executing a deed of trust, or post-nuptial agreement, to her brother, Carter B. Harrison, of all her property, real and personal, for her separate use; the said Edmonson stipulating therein that she should have full power to make her last will and testament, to dispose of said property as she might see fit; a copy of said deed of trust being attached to the Bill as Exhibit "C."

That afterwards, about the 1st of January, 1791, Mrs. Edmonson, formerly Mrs. Rickman, died without issue, leaving a will, dated May 3d, 1790, which was admitted to probate in Charles City, on the 20th of January, 1791, and afterwards admitted to record in the County of Union, in the State of Ohio; a copy being attached to the Bill as Exhibit "D." And that by her said last will she "gave to her said husband, John Edmonson, her said certificate, or land warrant, then in the hands of her brother, Benjamin Harrison (meaning and including the land warrant No. 2245, so issued as aforesaid)."

That afterwards, about the year 1795, Edmonson married Lucy ——, by whom he had three children, after mentioned.

That afterwards, "in the spring of 1801, the said Benjamin Harrison, in whose possession the said certificate, or land warrant, was at the time of Mrs. Ddmonson's death, and who still had possession thereof, at the request and for the use and benefit of the said John Edmonson, placed the same in the hands of Henry Massie, to be located according to the exi-

gency thereof, for the said John Edmonson, and which was afterwards located and surveys made in pursuance thereof as follows":

Survey 4067—1120 acres—October 24, 1801.
" 4069—1000 acres—Same date.
" 4071—1080 acres—May 31, 1802.
" 4072—600 acres—Same date.
" 4073—666⅔ acres—October 29, 1801.
" 4068—1120 acres—No date stated.
" 4070—1080 acres—No date stated.

4068 and 4070 being in Delaware county, and the others in Union.

That afterwards, about the 1st of December, 1802, and while the certificates of entry and survey of said lands were in the office of the Surveyor General, Edmonson died, in Augusta county, Virginia, leaving a will, which was admitted to probate in Virginia; a copy being attached to the Bill as Exhibit "E;" and by which he devises all his property to his three children, making certain bequests in favor of his wife.

That his said children were then infants, the youngest being but about three months old, one of whom died without issue soon thereafter, leaving the complainants in the present case—John Edmonson and Elizabeth Waddell, intermarried with Littleton Waddell—the only devisees and heirs at law of said John Edmonson, deceased.

That afterwards, "on the 26th day of September, 1805, Carter B. Harrison, for himself, and as guardian of Benjamin Harrison, son of Benjamin Harrison of Berkley, David Copeland, Ann Copeland, Lucy Singleton, Sally Minge, and John Minge, set up a claim to said certificate as the legal representatives of Elizabeth Rickman, deceased, and wrongfully obtained posession thereof, and wrongfully and in fraud of your orator's' rights, assumed to assign over and transfer all their interest to said surveys No. 4068 and 4070, in Delaware

county, to said Henry Massie, in consideration of locating and surveying the 6666⅔ acres of land;" a copy of said assignment being attached to the Bill as Exhibit "F."

That afterwards, "on or about the 6th day of January, 1807 (and about five years after the death of said John Edmonson), the said Lucy Singleton, Carter B. Harrison, William Harrison, Ann Copeland (wife of David Copeland), Sally Minge, Benjamin Harrison, Jr., the last named a nephew and the others brothers and sisters of the said Elizabeth Edmonson, deceased, well knowing the intermarriage of the said Elizabeth with the said John Edmonson, deceased, and well knowing that she died, leaving a will as hereinbefore stated; and well knowing that said John Edmonson died leaving a will, and leaving your orators, John and Elizabeth, his surviving and only devisees and heirs at law; and well knowing that they were orphans in tender years, and ignorant of their rights and premises, and unable to protect the same; and well knowing that they, your orators aforesaid, were entitled in equity to the lands so located and surveyed as aforesaid, fraudulently combined together, and with the said David Copeland to take advantage of your orators' helpless condition, and to cheat and defraud them out of the said lands; and for that purpose they went into Henrico county, Virginia, and in the County Court of that county, and by the oath of Edward Randolph, proved themselves to be the children, etc., of Benjamin Harrison, Esq., then late Governor of Virginia; but designated Mrs. Edmonson in the affidavit as 'Elizabeth Rickman,' without noticing her marriage with Dr. John Edmonson, a fact familiar to them at the time, but which, and the fact also that she left a will as aforesaid, and that your orators were entitled to the land, they studiously and fraudulently concealed from the Court, and the Land Office at Washington;" a copy of the said affidavit being attached to the Bill as Exhibit "G."

That on the 8th of October, 1808, Massie procured patents for 4068 and 4070.

That on the 19th of June, 1809, "in pursuance of their fraudulent combination aforesaid," patents were issued to said Lucy Singleton and others, jointly, as the legal representatives of said Elizabeth Rickman, for surveys 4069, 4071, 4072, 4073 and 4067; which, it is charged, they hold in trust for the complainants; copies of said patents being filed with the Bill.

That afterwards, by deed bearing date November 13, 1809, "John Minge, Benjamin Harrison, William H. Harrison (of Maycox), and (Willian Randolph, Richard K. Randolph, Peyton Randolph, William Berkley, Elizabeth Berkley, his wife, Thomas Taylor, and Lucy Taylor, his wife, the representatives of Lucy Singleton, deceased,) all claiming to be the legal representatives of Elizabeth Rickman, widow, etc., in consideration of a release from David Copeland and wife for 1480 acres of Land to John Minge and Benjamin Harrison, that is to say, 740 acres to each, and the receipt of ten dollars cash," conveyed to said Copeland the five surveys above mentioned. That under the signatures of the parties to said deed there is this *mem.*, also signed by the parties: "MEM.—It is hereby understood by all the parties to this conveyance that the grantors only intend to convey their respective proportions of the land herein mentioned; and that they do not intend to affect the claim of any orphan or orphans who may be entitled to any part thereof;" a copy of which conveyance is attached to the Bill as Exhibit "H."

That John Minge and William H. Harrison had no title to said lands, and that Sally Minge has never disposed of her share, but the same is held by some persons unknown in trust for the complainants.

That the defendant Bloomshire and sixteen others (naming them) are "each in possession of some part or parcel of said survey No. 4067."

That the defendant Bain and eighteen others are in like possession of 4069.

That the defendant Burr and ten others are in like possession of 4073.

That the defendant Gibson and six others are in like possession of 4071.

"Some claiming under titles derived from said David Copeland, as your orators are informed, and others claiming under tax titles only."

That said lands are worth fifty thousand dollars or more.

That all sales of said land, by whomsoever made, are void; and that the present occupants, and all under whom they claim have "full notice of the right and interest of your orators."

That the complainant, Elizabeth, married her present husband, Waddell, on the —— day of ——, 1814, when she was seventeen years of age, and has ever since been under coverture.

"That the patentees of the lands aforesaid, and those claiming under them, have always, up to the present time, studiously and fraudulently concealed from, and kept your orators in ignorance of their rights in the premises; and that your orators remained entirely ignorant of their rights in relation to said lands, and ignorant of the frauds committed against them as aforesaid, until about the 25th day of October, 1852, when they accidentally, through a friend at Washington City, learned some facts which have since led to a discovery of the same; and since that time your orators have been engaged in procuring evidence of their rights in the premises; and that previous to that time your orators have been beyond seas, and have never been within the State of Ohio."

Prayer for release of title, etc.

ABSTRACT OF ANSWER.

The defendants answering, jointly, say:

They *admit* William Rickman to have been a Deputy Director General, as stated in the Bill.

They *admit* the execution and probate of said William Rickman's will, his death in 1781, or thereabouts, the application of Mrs. Rickman to the Legislature of Virginia, and the issuing of the warrant dated *January* 13, 1784, as stated in the Bill.

They *admit* Mrs. Rickman's marriage with Edmonson in 1789, but are ignorant of any deed of trust to Carter B. Harrison; and they deny she had any power, by any deed of trust, or otherwise, to dispose of said lands by last will and testament.

They *admit* that Mrs. Edmonson, on the 3d of May, while a feme covert, executed a paper purporting to be her last will and testament, which was admitted to record, in Virginia, *January* 20, 1791, and in Union county, Ohio, *February* 4, 1854, sixty-three years afterwards; and that Mrs. Edmonson died *January* 1, 1791; but they deny that any estate in said lands passed by her said supposed will to her husband.

They *deny* that the *warrant* for 6666⅔ acres of land, did, or could, or was intended to, pass by the expression in Mrs. Edmonson's said supposed will: "*My certificates that are in the hands of my brother Ben, I desire may be given to my husband, to be disposed of as he may think proper.*"

They allege that said "*Certificates*" had no connection whatever with said 6666⅔ acres of land, but referred to a different subject altogether, and originated as follows:

The officers and soldiers of the Virginia Line, on Continental establishment, had been paid off in *Continental Money*, so called, which, in a little time, so depreciated as to be almost valueless. And in order to afford relief, the Legislature of Virginia, in *November*, 1781, passed a statute, 10 *Henning's*

Stat. 462, c. 19, directing the Auditor of Public Accounts to adjust the pay of officers and soldiers so as to make it equivalent to specie; and such adjustment was to cover the period from *January* 1, 1777, to the last day of *December*, 1781; and inasmuch as the State had not then on hand the means of payment, the Auditors of Public Accounts were directed to issue, as evidence of the State's indebtedness, certain printed "*Certificates*"—the language of said statute, in this respect, being as follows:

"And printed '*Certificates,*' payable on or before the 1st day of *January*, 1785, with interest at the rate of six per centum per annum, expressing the same in specie, shall, by the said Auditors, be individually given to said officers and soldiers for the respective balances that may appear to be due them by the public. And the said Auditors shall, in like manner, settle and adjust the accounts of all officers and soldiers of the said line, who have fallen or died in the service during the said period; and their lawful representatives shall be entitled to such '*Certificates,*' and all other benefits and advantages hereby granted to the officers and soldiers now in the line."

And they further allege, that said William Rickman was a Director of the Hospital, and died in the service, in 1781, or thereabouts. That in *February*, 1784, about five years before Mrs. Rickman's intermarriage with Edmonson, Benjamin Harrison, the "brother Ben" mentioned in her will, made application in her behalf, to the Auditor of Public Accounts for an adjustment of her late husband's accounts, under the said statute of Virginia for the relief of officers and soldiers; and on the 28*th day of February*, 1784, an adjustment of said accounts was accordingly had, and a balance found due of £1722 19s. 2d., for which "*Certificates*" were issued on the same day, and delivered to said Benjamin Harrison; and which are the same "*Certificates,*" and nothing else, mentioned by Mrs. Rickman in her will as being in "brother Ben's

hands." And the defendants file as a part of their Answer, Exhibit (A), duly authenticated, showing the adjustment of the accounts, and the delivery of the "*Certificates*" to Benjamin Harrison.

They say they know nothing of Edmonson's second marriage, or of his heirs, and require proof.

They *deny* that the warrant was placed in the hands of Massie to be located for the use and benefit of Edmonson, or that the same was located at the time, or in the manner stated in the Bill, in any respect; but they say the facts are as follows:

Mrs. Edmonson died in 1791, giving her husband said "*Certificates*," in brother Ben's hands.

Brother Ben died in 1799, leaving a will, and a large estate. Edmonson was a *surety* for brother Ben's executor, in the sum of $40,000; and was one of the *appraisers* of his estate.

Neither the inventory of his estate or his will makes reference to any "*Certificates*" or land warrant.

The warrant was not placed in the hands of Col. Anderson, for location, "in the spring of 1801," as is erroneously and falsely charged in the Bill, nor by the said Benj. Harrison, for he had then been dead two years, or thereabouts; and the warrant was, in fact, located on the 23*d of July*, 1800, nearly two and a half years before Edmonson's death—in the name of "Elizabeth Rickman, widow of Doctor William Rickman, deceased," and after the death of Mrs. Rickman.

They know nothing of the time of Edmonson's death, nor whether he made a will, nor who are his heirs, and require proof.

They *deny* all guilty knowledge, fraud and misrepresentation, charged in the Bill against Lucy Singleton and others, in obtaining the proof of their heirship, and obtaining patents for said lands, and claiming and selling the same as their own; but, on the contrary, say that Edmonson was the executor of his wife's will, and well knew what was meant by the "*Cer-*

tificates" therein mentioned; was on familiar and intimate terms with her brother Ben and other members of the family; was security for her brother Ben's executor, in 1799; and had full possession and control of all property belonging to him under his wife's will; made his own will in 1802, if the statements in the Bill, in that respect, are true, in which he makes no mention of the land warrant, or any claim to Western lands; and never, during his life, set up, or pretended to have, any claim to said lands.

They further say, that on the death of Mrs. Rickman, without issue, her said brothers and sisters, as her heirs at law, were entitled to the land; or if her will had any force, in that respect, they would have good title, under the clause in her will, giving only a life estate in her land to her husband.

They further say, that the family of said Harrison were men of known integrity and uprightness of character; and claimed and held said warrant as their own, with the full knowledge and assent of Edmonson, who, in his lifetime, never set up any claim thereto; and even had any right whatever existed, his own acquiesence during his life, and the lapse of nearly sixty years since, without any claim set up, or pretended by any one, is an abandonment and an absolute bar.

They further say, that the heirs of Mrs. Rickman, so far from "studiously and fraudulently" concealing from the Land Office at Washington, the name of "Mrs. Edmonson," and the fact that she had made a will, they, on the contrary, filed the very will itself, in the Land Office, as a document going to show their right and title to the land; as appears by certain Certificates, marked (B), and made part of the Answer.

They *admit* the issuing of the patents on the 19th of June 1809; but they deny all fraud in obtaining them, and the existence of any trust in that respect.

They *admit* the deed to Coupland of November 13, 1809, and that Sally Minge did not execute it; but they aver that after her death, her heirs made a conveyance to Coupland.

And they further aver, that William Harrison, one of the patentees, and William H. Harrison, of Maycox, who executed the deed to Coupland, is one and the same person—and so the title to the entire five surveys was vested in Coupland, and those claiming under him.

They deny that the *Mem.* at the foot of the deed to Coupland, refers to the complainants; but say it refers to certain minor heirs of Mrs. Rickman, tenants in common with the grantors.

They further say, that said lands, with certain exceptions, since the deed to Coupland, have been divided into a great number of farms, and sold and conveyed, from time to time, since 1809, through a chain of many conveyances down to the defendants, all of which conveyances are *bona fide*, for valuable considerations, and without any notice of claim, or pretense of claim, on the part of said Edmonson or the complainants; and a large number of the defendants having been in adverse possession more than twenty-one years, claim the benefit of the statute of limitations.

The defendants Sprague and Wasson, claim by tax title.

The defendants say a part of survey 4071 has been lost by interference.

They deny all fraud and notice.

They insist that inasmuch as it appears by the complainants' own showing, that Mrs. Edmonson, under whom they claim, died in 1791, more than sixty-five years ago; that her husband, who was her devisee and executor, died in 1802, nearly sixty years ago; that the youngest child was twenty-one years old thirty-one years before the Bill was filed; that the patents issued in 1809, more than forty-seven years ago —even had there been a valid claim, originally, which they wholly deny, it is now altogether too old and stale for a court of equity to listen to. That the representation of the Bill in regard to the discovery of certain facts " through a friend at Washington City," and that the complainants have been "be-

yond seas," is a mere pretext, or, if true, can have no effect against the defendants.

They further say, that until after the commencement of this suit, they had not, and they charge that those under whom they claim from the patentees, had not any knowledge of what may have taken place between the heirs and devisees of Mrs. Rickman prior to the issuing of the patents; and that in making their respective purchases, they looked, only, and were bound too look, only, at the face of the patents; and that they had not any actual, and cannot be charged with having any constructive notice, of any irregularities, or imperfections, or fraud, before the emanation of the patents, if any such there were, which they wholly deny.

PRINCIPAL FACTS WITH DATES STATED CHRONOLOGICALLY WITH THE PROOFS.

May 18, 1776—Wm. Rickman appointed Deputy Director General of Virginia.

August 7, 1778—Wm. Rickman's will (record page 27 and 28).

1781—Wm. Rickman died, 28 page.

January 12, 1784—Certificate for warrant issued, page 171 and 154.

January 13, 1784—Warrant No. 2245 issued, page 27.

Feb. 28, 1784—Continental Money "Certificates" issued, and delivered to Ben Harrison, 25 and 173.

August 12, 1784—Payment of fees made to Anderson. (See Exhibit No. 6, to deposition of White, page 130—the exhibit omitted from Record, but found as "appendix" to this Brief.)

August 12, 1784—Or before—This warrant delivered to Anderson. (See same Exhibit and Harrison's letters, 129.)

1789—Mrs. Rickman married Dr. Edmonson.

1790—Deed of trust to Carter B. Harrison.

May 3, 1790—Mrs Rickman made her will, page 28.

January 1, 1791—Mrs. Rickman died, and her will probated January 20, 1791, page 28.

January 20, 1791—Dr. Edmonson appointed Executor, 29.

1795—Dr. Edmonson married Lucy Cooke.

December, 1799—Ben Harrison, Jr., died, page 169.

Dec. 19, 1799—Ben Harrison's, Jr., will probated, 167.

Dec. 19, 1799—Dr. Edmonson appointed one of the appraisers of his estate, and signed Executor's Bond for $40,000.

July 23, 1800—Warrant first entered by Sullivant, under Coupland's direction, 141 and 142.

Nov. 28, 1800—Gen. Harrison's letter to Massie, directing him to make the entries, 128.

Dec. 8, 1800—Same subject, 128.

January 18, 1801—Same subject, 128.

January 18, 1801—Order of Gen. H. to Anderson, to deliver warrant to Clarke, 128.

May 16, 1801—Anderson's letter to Massie, 130.

July 17, 1801—Same subject.

Sept. 11, 1801—Entries 4067, 4069 and 4073 made, 143.

March 19, 1802—Gen. Harrison to Massie, about Col. Anderson's fees, &c., 129.

May 29, 1802—Entries Nos. 4071 and 4072 made, 144.

June 9, 1802—Col. Anderson's account stated with Mrs. Rickman, and his receipt to Massie. (See Appendix.)

October 3, 1802—Edmonson made his will, page 11.

April 26, 1803—Edmonson's will probated in Virginia, page 11.

Sept. 26, 1805—Assignment of two surveys to Massie, 29.
January 6, 1807—Randolph's affidavit, 144.
January 6, 1807—Order of Henrico County Court, 29 and 144.
October 8, 1808—Patents to Massie for two surveys.
June 19, 1809—Patents to Harrisons, &c., 156.
Nov. 13, 1809—Deed of Harrisons to Coupland, 31.
April 9, 1808—Deed from Gen. W. H. Harrison to David Coupland, 147 and 148.
Nov. 16, 1810—Deed of David Couplond to his several children, 34, 35, 36, 37, 38, &c. Deeds by Coupland heirs, and thence through to the defendants. (See files.)
Feb. 5, 1854—Mrs. Edmonson's will probated in Union County, Ohio.
Dec. 12, 1854—The present Bill in Chancery filed.
Nov. 27, 1855—Demurrer overruled, 20.
July 16, 1859—Bill dismissed on its merits, 31.
Nov. 22, 1865—First appeal docketed, 176.
Feb. 1, 1869—First appeal dismissed, 179.
June 21, 1869—This appeal docketed, 186.

ARGUMENT.

Mrs. Rickman stands as the common source of title.

Mrs. Rickman having died without issue, the Harrisons, her brothers and sisters, under whom defendants hold title and possession, were the owners of the land unless the course of descent was broken by her will. Complainants claim to have so interrupted the descent by her will, and, of course, the *onus* is on *them* to show the devise to them in her will, for, in the absence of such will, the law of descent carries the estate to her heirs.

I. *Did, then, the will of Mrs. Rickman transfer these lands to her husband, Dr. Edmonson, the ancestor of complainants?*

The will was made May 3, 1790.

Mrs. Rickman died January 1, 1791.

The warrant was issued January 13, 1784.

The warrant was first located July 23, 1800.

So that at the date of the will, as well as at the time of her death, Mrs. Rickman's claim stood upon an unlocated warrant.

Upon inspection, it appears that the will no where mentions or refers to any warrant, or any claim whatsoever, to any Virginia military lands, and contains no *residuary clause*. So that the entire case of the complainants rests, confessedly, upon this single paragraph: "*My certificates that are in the hands of my brother Ben, I desire may be given to my husband to dispose of as he may think proper.*"

And the Bill accordingly charges that the phrase "*certificates*" means and includes the land warrant.

And the learned counsel, in his argument on file upon the demurrer, says:

"There can be no doubt that by the word '*certificates*' the will means and intends this land claim and warrant. The Bill so claims, and upon demurrer it must be admitted. Upon trial, in case they deny it in the answer we can abundantly prove it."

The Answer does interpose a most positive denial, and yet no proof at all is even attempted to be introduced.

And it is confidently submitted, that on *the face of the will*, without such proof, if admissable, and without strong proof too, especially where a contrary construction has been acted upon for more than half a century, such an interpretation could never be given by a Court of Justice. *Ex vi terminii*, a *land warrant* is one thing and a *certificate* another.

Who, may it please the Court, in reading over Mrs. Rickman's will, would ever imagine, that by the phrase "my cer-

tificates," she meant a land warrant in the Virginia Military District, for 6666⅔ acres of land? And,

By the Act of Virginia, passed May, 1782, (11 *Hen. St.* p. 83; *Swan's Land Laws* p. 118,) persons having claims to bounty lands were required to exhibit their vouchers to the Governor and Council, and if allowed, the Governor was to issue a certificate to the register of the Land Office; and the Register was then to issue a land warrant authorizing an actual location of the land. And after that, followed the entry, the survey, the plat and certificate, and the patent.

So in the present instance, on the 12th of January, 1784, Benjamin Harrison, the father of Mrs. Rickman, who at that time was the Governor, issued a certificate, in pursuance of the statute, directed to John Henwick, the Register of the Land Office, in favor of Mrs. Rickman. *Rec.*, 171 and 154.

Then on the 13th of January, 1784, more than six years before Mrs. Rickman made her will, this certificate was surrendered up to the Register, and a land warrant issued. The certificate thus became *functus officio*. It was of course, deposited in the Land Office. Certified copies of it, from that office, are produced in the present suit. It, of course, was not, and could not have been, in "brother Ben's hands" when Mrs. Rickman made her will in 1790. It was at that very time, and had been for more than six years, lying in the Register's office.

It is obvious then that this certificate, at the time Mrs. Rickman made her will, was not in the hands of brother Ben, nor in any way under his control.

But, where was the warrant?

The Bill charges that at Mrs. Rickman's death it was in the possession of Ben Harrison; and that in the spring of 1801 he placed the warrant in the hands of Massie, to be located for the use of Edmonson. Now, what are the facts?

In October, 1783, shortly after the close of the war, an act was passed by the General Assembly of Virginia for locating

and surveying the bounty lands that had been promised to officers and soldiers. *Swan's Land Laws*, p. 119.

A deputation of officers was appointed, with power to choose superintendents and surveyors. Warrants were to be delivered to the Surveyor on or before the 15th of March then next.

The holders of warrants were to endorse on the back of each the number of surveys they were to be laid off in.

Immediately afterwards, the priority of location was to be determined by lot.

In the winter of 1783–4, the deputation of officers met at Richmond, and chose three superintendents, and their surveyor, Col. Anderson.

Warrants, in the mean time, were obtained from the Register of the Land Office, and arrangements were made to have them ready by the 15th of March, the time fixed by the statute.

And the plan was, that the superintendents and surveyors were to come out West early in the spring, and during that summer and fall complete all the surveys, and return to Richmond by the next winter.

They did come out West, but they did not complete all the surveys.

Now, among others, Mrs. Rickman had a claim to bounty lands.

On the 3d of December, 1783, the Assembly, on her petition, passed a resolution in her favor.

On the 12th of January, 1784, a little more than a month afterwards, her father, being then Governor, gave her a certificate under the statute. *Rec.* 154.

On the 13th of January, 1784, one day afterwards, the warrant was issued. 27.

On the back of the warrant there is this endorsement, in pursuance of the statute :

"The within warrant to be laid in five surveys, four of a

thousand each, and one of two thousand six hundred and sixty-six and two thirds. RICHARD C. ANDERSON,
"For Benjamin Harrison."

(*See Record*, p. 146.)

This indorsement is without date, but the proof is conclusive that the warrant was in the hands of Col. Anderson, for location, in 1784.

Such would be the fair and natural inference from the provisions of the statute of 1783, requiring warrants to be placed in the hands of the surveyor by the 15th of March, 1784.

But the account of Col. Anderson puts the matter beyond doubt; for he there credits Mrs. Rickman for cash paid as locator's fees, under date of August 12, 1784. (*See Appendix.*)

Besides, Gen. Harrison, in his letter of November 28th, 1800 (*Rec.*, 128), says:

"Col. Anderson has been a long time under a mistake in supposing that the warrant which he has in his hands, belonging to my brothers and sisters and myself, is one of the resolution warrants," &c.

And in his letter of March 19, 1802 (*Rec.*, 129), he says Col. Anderson's fees had been paid more than ten years ago.

It does not appear *by whom* the warrant was placed in Col. Anderson's hands; nor does it appear which *Benjamin Harrison*—whether the father or the son—is referred to by Col. Anderson in his indorsement of the number of surveys on the back of the warrant.

As the elder Harrison had given his daughter, Mrs. Rickman a certificate for the land the day before the warrant was issued, it would be quite natural to suppose that he would finish the business by putting the warrant into the hands of Col. Anderson; and very probably the indorsement of the

number of surveys on the back of the warrant was forgotten until Col. Anderson got out to Kentucky; and the same hand that carried the money credited by Col. Anderson on the 12th August, 1784, very probably conveyed the authority to make the indorsement; but the lapse of eighty-six years has displaced the evidence of it, if it ever existed.

But, however this may be, it seems clear, beyond any doubt, that neither the certificate nor the warrant was in brother Ben's hands at the time Mrs. Rickman made her will, nor for a period of more than six years before, if in fact they ever were.

But the defendants, even after so great a lapse of time, have been able to show what Mrs. Rickman really did mean by the *certificates in brother Ben's hands.*

Her husband, Dr. Rickman, had received pay for his services in *Continental* money. The Legislature of Virginia, in 1781, passed a statute (10 *Henning's Stat.* 462, c. 19) directing the Auditor of Public Accounts to adjust the pay of officers and soldiers so as to make *Continental* money equivalent to specie; and inasmuch as the State had not then on hand ready money to make payment, the Auditor of Public Accounts was directed to issue printed "certificates," as evidence of the indebtedness.

In pursuance of this statute, a settlement was made in the name of William Rickman, and a balance found due of £1722 19*s.* 2*d.* The evidence was delivered to B. Harrison on the 28th of February, 1784; and on the same day "warrants to Wm. Rickman's estate, for two year's interest," were issued. *Rec.*, 193.

And like warrants for interest were issued from time to time thereafter down to January 9, 1790, the year in which Mrs. Rickman made her will.

The number of certificates thus issued on Wm. Rickman's account was 10, from No. 1157 to No. 1166, inclusive, amount-

ing in all to said sum of £1722 19*s.* 2*d.*, and all bearing the same date, February 28, 1784. *Rec.*, 25 and 173

And these, beyond doubt, were the certificates meant by Mrs. Rickman.

And this view is strongly coroborated by the *contemporaneous* acts of the parties—almost always a safe rule of interpretation.

It has ~~always~~ already — thus been shown that a warrant went into the hands of Col. Anderson, for location, in 1784.

It lay in his hands unlocated till 1800, he supposing it to be a *resolution* warrant in the *State* line. (See copy of entries on file. 141.) It was located in 1800, and afterwards withdrawn, and was finally re-entered in 1801 and 1802. 142.

And, now, what were these parties doing in the mean time?

In 1784, the *Continental* "certificates" were issued and delivered to B. Harrison. 173.

In 1789, Mrs. Rickman married Edmonson.

In May, 1790, she made her will.

In Jan'y, 1791, she died, and Edmonson, her husband, was her executor, and made probate of her will.

In Dec., 1799, B. Harrison died. Edmonson was one of the sureties of his executor, and one of the appraisers.

In July, 1800, the warrant was first located. It was done by Mr. Sullivant, at the instance of Mr. Copeland, who married Mrs. Rickman's sister, but without authority. *Rec.*, 141.

In Nov., 1800, Gen. Harrison, a brother of Mrs. Rickman, and late President of the United States,

claiming the warrant as belonging to him and his brothers and sisters, gave authority to Col. Massie to locate it, saying he was going to Col. Anderson's office, and would send him the warrant in ten or twelve days. *Rec.*, 128.

Massie, it seems, informed Gen. Harrison that Sullivant had already located the warrant; for in another letter to Massie, dated December 8, 1800 (*Rec.*, 141), Gen. Harrison says Sullivant had no authority to make the location; that Sullivant had made some propositions to Copeland, which had never been acceded to, nor had Copeland any authority to act in the business. He repeats the authority to Massie, and again promises to send him the warrant on his arrival at Louisville.

In Jan'y, 1801, Gen. Harrison again writes to Col. Massie, saying it was not in his power to obtain the warrant as he passed through Kentucky, but that Capt. Clarke, then on his way to Col. Anderson's office, would obtain it and inclose it *under cover of that letter*. And on the same day he gave an order on Col. Anderson to deliver the warrant to Capt. Clarke, *Rec.*, 128.

In May, 1801, Col. Anderson writes Col. Massie that Mrs. Rickman's entries had not been made, because Mr. Kerr had taken the leading entry away with him. *Rec.*, 130.

In July, 1801, Col. Anderson writes to Col. Massie that no entry had yet been made for Mrs. Rickman. It seems Mr. Kerr was to make them for Massie. *Rec.*, 130.

In Sept., 1801, three entries were made—Nos. 4067, 4069, and 4073.

In M'ch, 1802, Gen. Harrison, in answer to Col. Massie's letter of 20th February, 1802, says that Col. Anderson's fees had been paid more than ten years ago; that his brother-in-law, David Copeland, *to whose son he had given his share of the land*, would pay the taxes; that Mr. Randolph, near Manchester, would give him the necessary information respecting Mr. Copeland, from whom he would receive necessary directions, and could agree with him as to the principles upon which a division was to be made; and that his brother Carter, in Richmond, might probably make the necessary arrangements with him. *Rec.*, 129.

In May, 1802, entries 4071 and 4072 were made. These two entries, with the three made in September, 1801, fell to Mrs. Rickman's heirs in the division between them and Col. Massie. The other two, which fell to Col. Massie, he afterwards withdrew and re-entered them again. (See copy of entries on file.)

By Gen. Harrison's letter of November 28, 1800 (*Rec.*, 128), Col. Massie was to have for his services a reasonable share of the land, "not exceeding one-third." Col. Massie seems to have claimed the same two en-

tries from the first, which were afterwards transferred to him by Mrs. Richman's heirs, by their release of September, 1805.

And Gen. Harrison having, as he says in his letter to Massie of 1802, given his share of the land to Mr. Copeland's son, is doubtless the reason why his name does not appear in the assignment to Massie.

In Oct., 1802, Edmonson made his will, but says nothing in it in regard to any land warrant, or any Western lands.

In April, 1803, Edmonson's will was admitted to probate in Virginia.

And now, may it please the Court, it seems to be an exceedingly strange thing—one that ought to be accounted for—that during all these transactions, for so long a period of time, Mr. Edmonson never pretended he had any right to these lands, and even in his last will made no reference to them whatsoever—6666⅔ acres of land being no inconsiderable item in any man's estate, living or dying.

The attention of the Court is respectfully invited to a few spacific considerations in this respect:

In the first place it is noticeable that the Bill goes on the ground that the Harrison heirs never set up any claim to these lands until some years *after* Mr. Edmonson's death. It avers:

That afterwards, "on the 26th day of September, 1805," the Harrison heirs "set up a claim to said certificate as the legal representatives of Elizabeth Rickman, deceased, and wrongfully obtained possession thereof, and wrongfully and in fraud of your orator's rights, assumed to assign over and transfer all their interests to said surveys No. 4068 and 4070, in Delaware county, to said Henry Massie, in consideration

of locating and surveying the 6666⅔ acres of land." And that afterwards, "on or about the 6th day of January, 1807, and about five after the death of said John Edmonson," the Harrison heirs "fraudulently combined with the said David Copeland to take advantage of your orators' helpless condition, and to cheat and defraud them out of the said lands."

The substance of this charge manifestly is, that the Harrisons waited until *after* Edmonson's death, and then undertook, by fraud and covin, to cheat and defraud the children of Edmonson, then of very tender years, out of their lands.

Whereas it is submitted, on the contrary, that there was not only no fraud, but that the Harrisons claimed the lands from the death of their sister, had them entered and surveyed in the life time of Edmonson, and that, too, with the knowledge and approbation of Edmonson.

Mrs. Edmonson died in January, 1791.

Her husband was the executor of her will.

In that will she gave her husband certain "certificates," then in the hands of her brother Ben. Edmonson lived till 1803, more than twelve years after the death of his wife.

Brother Ben lived till 1799, eight years after the death of Mrs. Rickman; and then Edmonson was one of his executors' sureties in the sum of $40,000, and an appraiser of his estate. Now, when Mr. Edmonson first took the will of his deceased wife into his hands to read it, it told him that these "certificates" in brother Ben's hands were for him. Now, can there be a doubt but that whatever these "certificates" may have been, Edmonson ~~most certainly~~ got possession of them during the twelve years he survived his wife? The "certificates" were doubtless those Continental certificates; but if, by any possibility, that phrase could be tortured to mean a land warrant, still Edmonson would as certainly have got possession of that,

Then again, the Harrison family, including Mr. Edmonson, were manifestly living on familiar terms, and conversant

with each other's affairs. Otherwise, Edmonson would never have become security on the estate of Benjamin Harrison.

Besides, the correspondence between Gen. Harrison, Col. Anderson and Gen. Massie, in the years 1800, 1801 and 1802, all *before* Edmonson's death, shows that the Harrison's were then claiming the ownership of these lands. In his letter of November 28, 1800 (*Rec.*, 128), Gen. Harrison expressly claims the warrant then in Col. Anderson's hands as belonging to himself and his brothers and sisters. And it is evident that Col. Anderson, and Gen. Massie, and Mr. Sullivant, and Mr. Kerr, and Mr. Copeland, all acted on that belief.

Now if this be so, the Harrisons were at that early day committing a gross fraud upon *Edmonson himself*, if the warrant really belonged to him.

We, therefore, claim that these contemporaneous acts of the parties show, clearly, their construction of Mrs. Rickman's will, and that it did not cover the land warrant.

To recapitulate, therefore, on the first point, we claim :

1. That the phrase "my certificates," in Mrs. Rickman's will, cannot, by any fair interpretation, be construed to mean a land warrant in the Virginia Military District.

2. That we have shown what the phrase "my certificates" really does mean.

3. That the contemporaneous acts of the parties show conclusively that both the Harrisons and Mr. Edmonson were of the opinion at the time that the land warrant was not covered by Mrs. Rickman's will.

II. *The main charges in the Bill are unproven and untrue.*

It is charged that "in the spring of 1801, the said Benjamin Harrison, *in whose possession* the said certificate or land warrant was *at the time of Mrs. Edmonson's death*, and who *still had possession* thereof, *at the request* and for the use and

benefit of the said John Edmonson, placed the same in the hands of Henry Massie to be located," &c.

In the first place if the warrant was really claimed by Mr. Edmonson, it is not easy to see why he did not himself take possession of it, and make his own bargain for its location. Pray, why should Edmonson *request* Harrison to get the warrant located for Edmonson ?

But in the next place, Harrison died in 1799, and so had been in his grave *two* years before this pretended delivery of the warrant to Massie. And, again, the warrant had, in fact, been located in 1800, the year before this pretended delivery by Harrison. Moreover, the warrant had been delivered to Col. Anderson in 1784, *seventeen* years before; and it was Col. Anderson, not Benj. Harrison, who delivered the warrant, through Capt. Clarke, to Massie, on the order of Gen. Wm. Henry Harrison.

These charges in the Bill seem to have been made very greatly at random.

But the complainants rest their case mainly on fraud and unlawful combination.

They say that the Harrison family "fraudulently combined together with the said David Copeland to take advantage of your orators' helpless condition, and to cheat and defraud them out of the said lands; and for that purpose they went into Henrico county, Virginia, and in the county court of that county, and by the oath of Edward Randolph, proved themselves to be the children, &c., of Benjamin Harrison, Esq., then late Govornor of Virginia; but designated Mrs. Edmonson in the affidavit as Elizabeth Rickman, without noticing her marriage with Dr. John Edmonson, a fact familiar to them at the time, but which, and the fact also that she left a will as aforesaid, and that your orators were entitled to the land they studiously and fraudulently concealed from the Court, and the Land Office at Washington." * *

"That the patentees of the lands aforesaid, and those claiming

under them, have always, up to the present time, studiously and fraudulently concealed from, and kept your orators in ignorance of their rights in the premises; and that your orators remained entirely ignorant of their rights in relation to said lands, and ignorant of the frauds committed against them as aforesaid, until about the 25th day of October, 1852, when they accidentally, through a friend at Washington City, learned some facts which have since led to a discovery of the same."

Now, in the first place, there is not even any *attempt* made to prove any of these bold charges—none at all.

But, on the contrary, the defendants have not only met them with a full denial in the Answer, but have completely disproved them. One of the documents on which the patents issued was, in fact, the very will of Mrs. Edmonson. The Commissioner of the Land Office had, in fact, every thing before him, viz:

1. Copy of the warrant.
2. Wm. Rickman's will.
3. Mrs. Edmonson's will.
4. The transfer to Massie.
5. Mr. Randolph's affidavit.
6. The order of Henrico County Court. (See Thomas A. Hendricks' certificate on page 27 of Record, and the exhibits there certified to.)

Add to this the character of the Harrison family, as known to history and proved by Gen. Mercer and Judge Daniel (*Rec.*, 133), and it is submitted, whether such charges of fraud and combination were not, to say the least of it, very inconsiderately made.

And it is further submitted, that the construction put upon Mrs. Edmonson's will by the Land Office at that early day will not be overturned by a court of justice now, after the

lapse of half a century, unless very good reasons be shown for it.

III. *Mrs. Edmonson's will gave a life estate to her husband.*

"I give to my dear husband, John Edmonson, all the land that I possess during his life," *Rec.*, 31. At the date of the will, and at the time of her death, she was the owner of land warrant No. 2245, for 6666⅔ acres of land, lying in the hands of Col. Anderson for location.

It has been settled from the beginning that a warrant, as well as the right to a warrant, is real estate, and goes to the heir, and not to the administrator. 9 *Wheat.*, 565, 5 *Cranch*, 191.

The word used in the will is *land*, which includes every thing.

"By the name of *land*, which is *nomen generalissimum*, every thing terrestrial will pass." 2 *Bl. Com.* 18, *Co. Litt.* 4, 5, 6.

In *Hart's Heirs* v. *Young*, 3 *J. J, Marsh*, 408, a testator "devised the remainder of his estate, real and personal, to his widow, during life or widowhood, and afterwards to all his children."

The testator at the time of his death was the owner of an unlocated land warrant for 4000 acres of land.

The Court held that the warrant passed by the devise.

At page 414, the Court say:

"The warrant was a right which was valuable; it was property which was discendible, and therefore devisable. * * All these persons had an interest, therefore, in the warrant as devisees, and not as heirs." S. P. 4 *Ohio Rep.*, 115.

Can it be doubted, then, that Edmonson had a perfect right

to control this warrant, locate it, improve and use the lands *during his life?*

That in this particular instance he would be a loser by attempting such an operation, has no bearing on the legal right. He might well be content, even in his lifetime, to surrender up the warrant to the Harrison heirs, to whom the remainder in fee belonged, rather than be at the expense and trouble of locating a parcel of wild lands which could never yield him any profits.

But, at any rate, on his death the fee simple became vested in the Harrison heirs; and for aught any body can probably now tell, the Land Office at Washington may have issued the patents to the Harrison heirs on this very ground.

IV. *The defendants are bona fide purchasers, for valuable consideration, without notice.*

The Bill charges fraud and notice of the complainants' equity against the defendants, the present occupants of the land.

The Answer interposes a full denial both of fraud and notice, and avers the defendants to be *bona fide* purchasers, without notice, through divers conveyances from the patentees down to themselves.

The complainants have made no attempt to prove either fraud or notice.

The defendants exhibit their respective claims of title from the patentees down to themselves. *See* Files.

The patent furnishes a full protection to the defendants.

It contains nothing whatsoever showing, in the remotest degree, that the complainants, or any ancestor of theirs, ever had any pretense of claim to the lands.

The recital in the patent is this:

"There is granted by the United States unto Lucy Singleton, David Copeland, Ann Copeland, Sallie Minge, Benjamin

Harrison. jr., William Harrison and Carter B. Harrison, the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased, a certain tract of land," &c.

Upon the minutest inspection of this patent, nothing at all can be found to lead a subsequent purchaser to imagine that any other person in the world ever had any pretense of claim to the land except the "*legal representatives*" of Mrs. Rickman.

After the opinion of His Hon. Judge McLean, in the leading case of *Brush* v. *Ware*, 15 *Pet.* 93, it would be a work of supererogation to say anything more as to the legal effect of a patent and its recitals.

But even if a purchaser were bound to look behind the patent, what would he have found in the present instance?

Simply, Mrs. Edmonson's will.

And would such a purchaser be bound to inquire what Mrs. Edmondson meant by the phrase "my certificates" in brother Ben's hands?

Who, in reading over the will, ever so carefully, would imagine that she meant a land warrant for 6666⅔ acres of land, lying in the hands of Col. Anderson for location?

And, as against such a purchaser, could even any evidence outside of the will be admitted to show that by "certificates" she really did mean the land warrant?

For such reasons as these, the complainants, in order to make out even a *prima facie* case, were driven, necessarily, to charge in their Bill actual *fraud* and actual *notice* against the defendants—a charge made on paper, but without any proof to support it.

The Bill charges that William *A.* Harrison never had title to the lands, and that Sally Minge, one of the patentees, did not execute the deed to Copeland.

There was but one *William Harrison*—sometimes, in the documents on file, he is called simply *William*, sometimes

William A., evidently mistaken for *H.*—and sometimes *William H.* The affidavit of Mr. Randolph, produced by the complainants themselves, gives the names of all Mrs. Rickman's brothers and sisters, and there he is called *William.* Every body now knows his name. Being one of the patentees, he had to convey to Copeland, though, as he said in his letter of 1802 (*Rec.* 129), he had given his share of the land to Copeland's son. There is some mystery about that name, but we find William H. Harrison had conveyed his interest by deed, April 19, 1808, to David Coupland. (*See Rec.* 147.)

Sally Minge did not execute the deed to Copeland; but after her death, her title was transferred by her heirs, thus vesting the entire estate in Copeland, and those claiming under him. (*Rec.* 62.)

The *Mem.* at the foot of the Copeland deed doubtless refers to one or more infant children of the *Harrison* family.

The *Mem.* says the conveyance then made is not "to affect the claim of any orphan or orphans *who may be entitled to any part thereof.*"

That evidently means any orphan who may be *tenant in common* with them — not one who may set up an *adversray* title.

The deed recites how they acquired the title—states the consideration to be 1480 acres of land conveyed to them by Copeland, and ten dollars in cash.

Besides, as has already been shown, the Harrisons, from the beginning, always claimed the land without let or hindrance from any body.

And furthermore, the *Mem.* does not direct an inquirer to an orphan in the *Edmonson* family, any more than any *other orphan* in the world.

And even if it had named expressly the *Edmonson* children, still, as has already been shown, they had no interest at all in the premises.

The persons who executed the deed to Copeland had too

much uprightness of character to convey lands as their own and receive pay for them, while conscious at the same time that the *Edmonson children* had a claim to the same lands.

V. *The complainants' claim is a stale one.*

Mrs. Edmonson died in 1791—80 years ago.

Mr. Edmonson died in 1803—67 years ago.

His youngest child was then three months old; so that she was twenty-one years old thirty-one years before the Bill was filed.

Patents were issued in 1809—more than 61 years ago.

It is clearly shown that in the years 1800, 1801 and 1802, the Harrisons were claiming the lands as their own. (See Correspondence.) *Rec.*, 128 to 130.

On the death of Mrs. Edmonson in 1791, her husband being her executor, it is impossible but he should have known all about the warrant, where it was, and who were claiming it and who were exercising acts of ownership over it.

His will, made in 1802, in no way refers to these lands. Most certainly such a body of land—6666⅔ acres—was of too great value to allow the supposition for a moment that it was forgotten by the testator.

The Bill charges that the complainants have been beyond seas, and never within the State of Ohio.

But no proof at all is introduced.

For aught that appears, they may have been residents of Ohio for the last half century.

The age of the complainant, John Edmonson, is nowhere expressly stated; but as he was older than his sister, and she was three months old in 1803, John must have been at least fifty-four years old when the Bill was filed.

The Bill charges that the complainants were ignorant of their rights till 1852.

On this point there is no proof whatever, except the deposition of Mr. Chapman. *Rec.*, 140. He says:

"I was satisfied from conversation with Littleton Waddell (one of the complainants) and the letters of John Edmonson, that the information derived from me in regard to said lands was the first they had heard upon the subject."

What this conversation was and what these letters contained no where appears; but certainly it lies on the complainants to satisfy somebody else in this respect besides Mr. Chapman.

Where the complainants have resided all this time, where their father's papers are, whether they have had access to them or not, when and where their mother, who was executrix of their father's estate, lived and died, none of these things are explained either in the Bill or by proof.

There are other questions which defendants raised on demurrer, which we merely mention:

1st. Was Mrs. Elizabeth Rickman (being a married woman), capable of making a disposition of her property by will?

2d. Would lands, entered in the name of Elizabeth Rickman, after her death (being void by 6 Peters, 251; 4 Peters, 245; 7 Wheaton, 271; and 1st Ohio State Rep., 390;) confer an equity in her devisees, if a *stranger* to the warrant was the party which procured the entry, survey and patent to be made?

These questions are mentioned and submitted to the Court without argument having been made on demurrer.

The learned counsel who has filed his brief in this cause, claims that the complainants are protected by disabilities against the charge of negligence, and says the objection of staleness to the equity does not lie against them. To this, I answer, that on the statements made in

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These questions are mentioned and submitted to the Court without argument having been made on demurrer.

The learned counsel who has filed his brief in this cause, claims that the complainants are protected by disabilities against the charge of negligence, and says the objection of staleness to the equity does not lie against them. To this, I answer, that on the statements made in

the Bill they would be protected, but under the proof they would not, for the unlawful conspiracy of the Harrisons, (if it existed at all) dates back years before the death of Dr. Edmonson; and we claim that if he neglected to enforce his claim to the warrant and lands located, either because he did not claim them, or because rather than have trouble he would abandon them, then laches commenced while he lived, and would continue to run from that time. It is the claim upon the *legal title held adversely* to him that constitutes the cause of action by Dr. Edmonson, and if he had a right of action or ground of suit while living, then the laches ran against him, and it does not date from the actual occupation of the land by making improvements thereon by defendants and those under whom they hold.

It is also claimed in argument that the defendants have not plead sufficiently definitely to obtain relief as innocent purchasers without notice. This objection, it seems to me is not well taken at this stage of the litigation. If the objection had been made to the reception of the proofs, and sustained, and the defendants, had been required to set out more fully the facts on which they relied under that head, it would have been done at whatever cost, and however voluminous the record would have been made by filing separate answers for each defendant and exhibiting in full his claim of title.

But it is not for us to prove we are innocent purchasers, but for them to show we are purchasers with notice. They aver notice to us, and must prove it, and yet with the exception of the footnote to the Copeland deed there is no attempt at proof, and no one can fairly claim that the construction given to that note by complainants is the correct one.

In conclusion, we urge that the Court should require *strong* and *satisfactory* proof of the facts claimed, and the

defendants should not after eighty years from the execution of the will of Elizabeth Rickman, be held as trustees for the complainants unless the Court is *clearly* satisfied that "land warrant 2245" was disposed of under "certificates" in her will, and that they hold under the patentees chargable with notice of their equity, and are not protected by the staleness of the same.

J. W. ROBINSON.
Attorney for Defendants.

SUPREME COURT UNITED STATES,
(*No.* 55) *June Term*, 1870.

ELIZABETH W. EDMONSON, *et al.*,
vs.
ADAM BLOOMSHIRE, *et al.*

For the purpose of supplying an omission in the printed Record in the above cause, we the undersigned, the counsel of the parties herein, do agree that Exhibit No. 6, attached to the deposition of N. P. White, taken in this cause and recorded on page 127 of the printed Record, shall be, and the same is, properly a part of the evidence before the Court, being a part of the original evidence in the cause, and that a full and true copy of said Exhibit is hereto attached.

December 21, 1870.

J. W. ROBINSON,
Attorney for Defendants.
HENRY STANBERY,
For Plaintiffs.

Exhibit No. 6, referred to in the deposition of N. P. White:

Mrs. Elizabeth Rickman,

To Richard C. Anderson, Dr.

June 9, 1802—To gen. acc't, surveys, for 6666⅔ acres, - - - - -	$ 46	31
To Joseph Kerr, for chainmen,	46	45
To 17 entries, 17 copies, 7 certified surveys, - - -	7	42
	$100	18
August 12, 1784—Cr. By cash, - - -	$3	42

June 9, 1802—Received of Henry Massie, ninety-six dollars seventy-six cents, the above account.

RICHARD C. ANDERSON.

Supreme Court of the United States.

DECEMBER TERM, 1869.

IN CHANCERY--NO. 239.

EDMONDSON ET ALII, *Appellants*,

vs.

BLOOMSHIRE ET ALII, *Appellees*.

Abstract and Brief for the Appellants.

This is an appeal from the Circuit Court of the United States for the Southern District of Ohio, and from a decree rendered by that court on the 16th of July, 1859, dismissing the bill exhibited by the complainants who are now the appellants.

The case is as follows: William Rickman, of Virginia, served as deputy director-general, with the rank of colonel, in the Virginia line on Continental establishment, in the Revolutionary War, and for such services became entitled to bounty lands in the Virginia Military District of Ohio. On the 7th of August, 1778, he devised all his property to his wife, Elizabeth Rickman, and died in the year 1781 without issue.—(Record, p. 30.) In the House of Delegates of Virginia on the 29th of November, 1783, upon the petition of Mrs. Rickman, widow and executrix of William Rickman, two resolutions were passed. First, "That the auditor of public accounts may settle and allow the legal depreciation of the pay for the said William Rickman, and issue certificates for the same, and warrants for the interest thereof, as in the case of officers and soldiers is reasonable." Second, "That Elizabeth Rickman, widow of the said William Rickman, be allowed such a portion of land as the rank and service of the said William Rickman merit."—(Record, p. 164.)

A settlement of the accounts of William Rickman under the first resolution, was had on the 28th February, 1784, and the balance due to him by the United States was found to be £1,722 19s 2d., certificates for which were delivered to B. Harrison.—(Record, p. 28, and 195.)

Warrants for the interest accruing upon these certificates were issued on the 28th of February, 1784, and the 18th of January 1791.—(Record, p. 29.) On the 12th of January, 1784, the following certificate was issued under the second resolution: "I do certify that Elizabeth Rickman, widow and executrix of Doctor William Rickman, director-general, is entitled to the proportion of land allowed a colonel of the continental line who has served three years, by resolution of assembly.

(signed) "BENJAMIN HARRISON.

"THOMAS MERIWETHER."—(Record, p. 173.)

It nowhere appears in the official records at Richmond to whom this certificate for land was delivered. On the 13th of January, 1784, land office military warrant No. 2,245, was issued from the land office in Virginia, authorizing the principal surveyor to survey and lay off, in one or more surveys, for Elizabeth Rickman, widow of William Rickman, her heirs and assigns, the quantity of six thousand six hundred and sixty-six and two-thirds acres of land due unto the said Elizabeth Rickman, widow as aforesaid, by resolution of the Assembly of Virginia, and according to a certificate from the governor and council received into the land office. The following indorsement appears on the back of this warrant: "The within warrant to be laid in five surveys, four of a thousand each, and one of two thousand six hundred sixty-six and two-thirds.—Richard C. Anderson for B'n Harrison."—(Record, p. 165.)

In the year 1789 Mrs. Rickman intermarried with Dr. John Edmonson, of Charles City, Virginia. In the year 1790, by postnuptial agreement all the real and personal estate to which Mrs. Edmondson was entitled under the will of her former husband or otherwise, was settled upon her by trust deed, as her separate property, with full power to dispose of the same by last will and testament.—(Record, p. 9.) On the 3d of May, 1790, Mrs. Edmonson by her olographic will makes, among others, the following devise: "I give to my dear husband, John Edmondson, all the land that I possess, during his life."

Then after various specific devises, we find the following: "My certificates that are in the hands of my brother Ben, I desire may be given to my husband to dispose of as he may think proper."—(Record, p. 11.) Afterwards, about the first of January, 1791, Mrs. Edmondson died at Charles City, Virginia, without issue, and her will was admitted to probate at Charles City on the 20th of January, 1791, and letters of administration with the will annexed. Letters were granted to the surviving husband, John Edmondson.—[Record, p. 11.]

In the year, 1795, Edmondson again married, and died in the year 1802, leaving three children of this marriage, and leaving a will dated on the 3d of October, 1802, which was duly proved on the 25th of July, 1803.—(Rec., p. 14.) He devises all his estate, after the death of his wife, to be equally divided amongst his three children. One of these

children died before the father, under age and without issue, leaving the two others surviving, viz: John Edmondson and Elizabeth, intermarried with Lyttleton Waddell, one of the complainants in this case.—(Rec., p. 154—7.)

It appears by an indorsement on the military warrant above mentioned that said Ben Harrison had delivered it to Richard C. Anderson, the principal Surveyor of the Virginia military district, to be laid off in five surveys four of a thousand acres each, and one of two thousand six hundred and sixty-six and two-thirds.—(Rec., p. 8.) The date when this warrant came into the hands of Anderson nowhere appears. But from a letter of William H. Harrison, made and exhibited by the defendant, (Rec., p. 145,) and dated at Cincinnati, November 28th, 1800, it appears that the warrant had been in Col. Anderson's hands for a long time, and that it had not been surveyed, owing to a mistake in supposing that the warrant was a resolution warrant, and not a warrant for services on the continental line, and therefore not entitled to be surveyed in the Virginia military district. By the same letter General Harrison authorized Mr. Massie, the Deputy Surveyor of that district, to locate the warrant. It further appears from another letter from General Harrison, exhibited by the defendants, (Rec., p. 146,) and dated March 19th, 1802, that Col. Anderson's fees were paid more than ten years prior to that time.—(Ex., No. 5, Rec., p. 146.) It further appears from a letter of Col. Anderson, the principal Surveyor, dated July 14th, 1801, (Rec., p. 147,) that at that date no entries had been made upon Mrs. Rickman's warrant. In December, 1799, Benjamin Harrison, the brother of Mrs. Rickman, died, leaving a will, which was proved December 19th, 1799.—(Rec., p.——.)

Surveys upon the military warrant were executed in the name of Elizabeth Rickman, five in number, and bearing date, respectively, October 24th, 1801, October 29th, 1801, May 31st, 1802.—(Rec., p. 168, 170.) It appears that the entries upon this warrant were made on the 23d of July, 1800, in the name of Elizabeth Rickman.—(Rec., p. 160.) These entries having been withdrawn, seven new entries were made in the name of Mrs. Rickman, on the same warrant, September 11th, 1801, and other entries were made on the same warrant May 20th, 1802, February, 26th, 1806, and March 20th, 1807, all in the name of Elizabeth Rickman.—(Rec., p. 160, 163.)

On the 26th of September, 1805, Carter B. Robinson, and others, claiming to be the legal representatives of the said Elizabeth Rickman, assigned to Henry Massie two of the surveys made under the warrant, being survey No. 4076 for 1080 acres, and No. 4068 for 1120 acres, payment for his services in locating and surveying the land embraced in the warrant.—(Rec., p. 15.) On the 8th of October, 1808, patents were issued by the United States to Henry Massie for the two surveys so assigned to him. (Rec., 174, 175.)—On the 19th of June, 1809, patents for the remaining surveys were granted to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, Jr., William Harrison, and Carter Harrison, who are all described in the patents as "the legal represetatives of Elizabeth Rickman."—(Rec., p. 176, 181.)

On the 13th of November, 1809, John Minge and others, claiming to be the legal representatives of Elizabeth Rickman, conveyed all the surveys so patented to them to David Coupland. At the foot of this deed is the following memorandum, signed by the parties and attested by the same witnesses who attested the conveyance: "It is hereby understood by all the parties to this conveyance that the grantors only intended to convey their respective proportions of the land herein mentioned, and that they do not intend to affect the claims of any orphan or orphans who may be entitled to any part thereof."—(Rec., p. 34, 36.) The defendants all claim under Coupland except the defendants, Sprague and Wasson, who claim by tax title.

On the 12th of December, 1854, John Edmondson and Lyttleton Waddell and Elizabeth Waddell, his wife, citizens of the States of Virginia and North Carolina, exhibited their bill in the Circuit Court of the United States for the Southern District of Ohio, against the present defendants. The said John Edmondson and Elizabeth Waddell sued as the surviving devisees and heirs at law of the said John Edmondson, who first intermarried with Elizabeth Rickman. This bill first states the issuance of the warrants to Mrs. Rickman, her intermarriage with John Edmondson, the post-nuptial agreement and death of Mrs. Rickman without issue, her will, the subsequent marriage of Edmondson, his will and decease, the assignment made to Massie, the issuance of the patents, and the conveyance of John Mi ge and others to David Coupland: and further states that the defendants are in possession of the various tracts so surveyed and patented, some of them claiming title under Coupland and others under tax titles. The bill alleges that this military warrant passed to John Edmondson by the will of his wife Elizabeth, the warrantee, and in fraud of his rights and of those of his heirs, the patents were procured by and issued to the said patentees claiming as heirs and representatives of Mrs. Rickman: that the complainats were infants at the time the fraud was committed, and in total ignorance of their rights in the premises; that they never resided in the State of Ohio, where the lands are situated, and were not made acquainted with their rights and the fraud that was committed upon them until the year 1852; that from the date of that discovery until the filing of their bill they were engaged in procuring the evidence necessary to establish their right. It is further alleged that the present occupants, and those under whom they claim, had full notice of the rights of complainants, and they pray that the defendants may release to them the titles they have so acquired to these lands, and for general relief.—(Rec., p. 1, 8.)

The defendants admit William Rickman's will and the issuing of the warrant to Mrs. Rickman, as stated in the bill.—(Rec., p. 22.) They also admit the intermarriage of Mrs. Rickman with John Edmondson in 1789, and the will made by Mrs. Rickman in 1790. They do not admit the deed of trust, and they deny that Mrs. Rickman had any right or power to make a valid will disposing of her right in the lands covered by the warrant during coverture. They further claim that if she had such power her will does not purport to give this warrant, or the land embraced in

it, to her husband. They claim that on the death of Mrs. Rickman, without issue, her title to the warrant, and the land embraced in it, descended to her brothers and sisters as her heirs at law, or, if her will passed any interest to her husband in this warrant or these lands, it was merely a life estate, and the remainder vested in her brothers and sisters as her heirs at law. They claim that the patents were properly issued to the brothers and sisters of Mrs. Rickman as such heirs at law, and that the said patents were obtained without any fraudulent concealment, and that these defendants, except Sprague and Wasson, claim under the said patentees as *bona fide* purchasers without notice. Sprague and Wasson admit that they claim under tax titles. They further allege that a large number of the defendants, and those under whom they claim, have been in adverse possession of parts of these lands for more than twenty-one years prior to the commencement of the suit, and claim the benefit of the statute of limitations and of the lapse of time.

BRIEF.

The first question which arises in this case is, whether the military warrant passed to John Edmonson by the will of his wife, Elizabeth. As all the parties to this controversy claim under her, that is to say, the complainants under her will, and the defendants under her by descent to her heirs at law, it is unnecessary in the derivation of the title to show how her title became vested.

Looking to her then as the common source of title, the complainants claim that this land warrant passed to her husband, John Edmondson, by force of the following clause contained in her will: "My certificates that are in the hands of my brother Ben, I desire may be given to my husband, to dispose of as he may think proper." The defendants deny that this warrant was intended to be embraced by that clause, or by any other clause in her will; and they allege that the certificates intended by the will were certain certificates for back pay due to her deceased husband, William Rickman, which had been placed by the testatrix in the hands of her brother Ben. And they say that no clause in the will covers the warrant, or the land mentioned in it; that as to the warrant the testatrix died intestate. Inasmuch as there is no specification of what certificates were intended to pass under this will, an ambiguity arises which must be settled by extrinsic evidence.

The testatrix had no children; but she had at the date of the will and left surviving her, the following brothers and sisters: Benjamin Harrison of Berkley, called "brother Ben" in her will, Lucy Singleton, Carter B. Harrison, William Harrison, Ann Coupland, and Sally Minge, six in all. —(Rec., p. 16.)

In her will the testatrix mentions all these brothers and sisters, except perhaps, her sister Lucy, and makes provision for them. She also gives her land to her husband for life by this description, "all the land that I possess," and afterwards in her will provides that upon the death of her husband, the land they lived on at the time of her will, should go to her brother Carter, and another tract, purchased of Lemuel Brown, should

go to her brother William.

If, as has been said, this warrant did not pass under the description of "certificates" in the will of Mrs. Edmondson, there is no other clause of the will under which it would pass, and it would be a case of intestacy as to that important item of her property. To avoid such a conclusion, the defendants allege that it may have passed under another clause of the will, in which she devises to her husband her lands for life, by the description "all the lands that I possess, during his life." It is very clear, however, that it could not have been her intention to embrace the warrant under this devise of land in her possession; for at the date of the will, May 3d, 1790, and up to the time of her death, not an acre of land had been located or appropriated under this warrant, nor for more than ten years after her death, when it was first located.

If we were to admit that such an inchoate right to land would pass by a general devise of land, yet it does not in any sense answer to the description of land in *possession* at the time of the will, especially where the devise is only of possessory title, during life. Her interest in this warrant must, therefore, have passed under the description of "certificates," or it was entirely pretermitted by the will. Did it, then, pass by the devise, "my certificates in the hands of my brother Ben?"

There are two terms of description used in this devise: first, "certificates," importing a plurality or number of certificates; second, "in the hands of her brother Ben." The plaintiffs allege that this warrant for land is embraced within both terms of description, that it was a certificate, and then was in the hands of that brother.

On page 164 of the record will be found two resolutions of the House of Delegates of Virginia, passed November 29, 1783, as follows:

1. "*Resolved*, That the petition of the said Elizabeth Rickman, praying that the auditor of public accounts may settle and allow the legal depreciation of the pay for the said William Rickman, and issue certificates for the same, and warrants for the interest thereof, as, in the case of officers and soldiers, is reasonable.

2. "*Resolved*, That Elizabeth Rickman, widow of the said William Rickman, be allowed such a portion of land as the rank and service of the said William Rickman merit."

On the 12th of January, 1784, the following certificate was issued under the first resolution:

"COUNCIL CHAMBER, 12th January, 1784.

"I do certify that Elizabeth Rickman, widow and executrix of Doctor William Rickman, director-general, is entitled to the proportion of land allowed a colonel of the continental line who has served three years, by resolution of assembly.

"BENJAMIN HARRISON.

"THOMAS MERRIWETHER."

The Benjamin Harrison who signs this, it is admitted, was Governor Harrison, the father of Mrs. Rickman and of Ben Harrison, called in the will her brother Ben.—(Rec., p. 173.)

This certificate is the foundation and evidence of Mrs. Rickman's title

to land in virtue of the services of her husband. It is the evidence issued to her of the grant made upon her petition, by the General Assembly of Virginia. It now remains in the archives of the land-office of Virginia as continuing evidence of the origin and foundation of her right.

On the day after this certificate was issued and filed in the proper office, a warrant was issued to her for the location of the land, as appears by the following memorandum attached to the certificate: "A warrant for 6,666⅔ acres issued to Elizabeth Rickman, the 13th January, 1784." —(Rec., p. 173.)

On the 28th of February, 1784, (Rec., p. 28,) certificates were issued by the Auditor of Public Accounts of Virginia, under the first resolution of the House of Delegates above referred to, which certificates amount in the aggregate to the sum of £1,722 19s. 2d., and on the same day warrants for the payment of the interest due upon the same amount were also issued.—(Rec., p. 29.) It will, therefore, be perceived that the certificates for the land under the second resolution, and the certificates for the principal of the pay, and the warrants for interest on the same pay, were all issued in favor of Mrs. Rickman at about the same time. The interest, therefore, of Mrs. Rickman, both in the land and in the pay, came to her by the same grant, and stood, in the first place, as to the land, upon a paper called a certificate, and as to the pay, upon papers called in part certificates and in part warrants. But in addition to the original warrants for interest on pay issued to Mrs. Rickman on the 28th of February, 1784, various other warrants for interest on the same pay, subsequently accruing, were issued to her, from the year 1785 to the year 1790, both inclusive.—(Rec., p. 171–3.)

Now, it is to be observed here that the defendants claim and admit that the term *certificates* used in the will of Mrs. Rickman, did cover the whole subject-matter of pay and of the documents issued to her upon that footing, and yet, as we have seen, the papers issued in part for that pay are expressly called "warrants." They, therefore, admit that a paper called a warrant would pass under this devise as a certificate; and that admission carries us a great way towards making out the case of the plaintiffs.

Now, if at the date of the will the interest of Mrs. Rickman in the land had stood, as it did in the beginning, upon the certificate so first issued to her, it could not admit of question that it would be proper to designate it as a certificate. But the ground taken by the defendants is, that upon the issuance of the warrant for the land, the certificate for the land became *functus officio;* that another evidence of title called a warrant took its place; that she had no longer a certificate for land, but a warrant for the same land, and that such warrant could not properly be called a certificate.

In the first place, we say as to this, that her interest in the land was first witnessed by a paper called a certificate, that this certificate has never become *functus officio*, that it still remains in the archives of Virginia as the foundation for her title. The warrant which has since been issued is the means by which she is to make the grant available. It is in form

an order for the principal surveyor to make locations to which she was so entitled. If that warrant had been lost or destroyed before location, the evidence of her title would not have been lost; for that depended on the certificate. A new warrant might at any time be had, as was the custom, upon proof of the loss of the one first issued.

But, if there never had been a certificate in the case and her interest in this land had been from the first evidenced by this warrant, it was properly described as a certificate. We are able to produce conclusive evidence that the terms *warrant* and *certificate* have always been used as convertible and equivalent terms both in the legislation of Virginia and in the legislation of the United States, as descriptive of just such a paper as this military land warrant.

It will be found that in the legislation of Virginia long anterior to the date of Mrs. Rickman's will, the document or authority under which surveyors were authorized to survey unappropriated land for the party entitled, is called a certificate. The word *warrant*, as descriptive of the same authority, seems to have come long subsequently into use. As early as October, 1705, this authority is called a certificate, not a warrant.—(Hening's Statutes, vol. 3, p. 305.) By an act of the General Assembly of Virginia in 1782, "certificates, receipts, or warrants, for militia or military services," are used as equivalent or alternative terms of description.—Hening's Stat., vol. 11, p. 126.) So common had the alternative use of the terms certificate and warrant become in the legislation of Virginia, that we find in the statutes and in the indexes that the word "certificate" is used as a word of reference to a provision which mentions a "warrant," and *vice versa*. As instances see Hening's Stat., vol 11, p. 127. *Ibid*, p. 22.

The legislation of Congress shows the same common use of these terms. In the bounty act of March, 3, 1855, (10 Stat. at L., p. 701,) it is provided that the person entitled to bounty shall "receive a *certificate* or *warrant* from the Department of the Interior for one hundred and sixty acres of land." It is upon this warrant or certificate that the officers in the land office are authorized to admit the location. The terms "certificate or warrant," as descriptive of this right to a location, are used no less than eight times in that act alone. So, too, in the bounty act of May 14, 1856, (11 Stat. at L., p. 8,) the terms "certificate or warrant" are used again and again as equivalent terms of description.

The tenor of a military land warrant shows that it is quite as well described by the term *certificate* as *warrant;* for, in truth, it is essentially both a warrant and a certificate. So far as it authorizes the act of the surveyor, it may be called an authority or warrant; and so far as it is evidence for the person for whom the specified quantity of land is to be surveyed, it takes the character of a certificate. Mr. Wirt, who was well acquainted with Virginia law, giving the character of a military warrant for volunteers, uses this language: "The warrant has nothing of a negotiable character on its face. It does not state that the volunteer *and his assigns*, or that the volunteer *or the holder of the warrant*, is entitled to the lands. It *certifies* only that the volunteer himself is entitled."—

(Opin's Att'ys Gen., 1 vol., p. 326.)

The tenor of the warrant in this case (Rec., p. 8) imports the two-fold character of the authority to the surveyor and of a certificate of interest in the person for whose use it is granted. It first directs the officer to survey the land for Elizabeth Rickman, her heirs and assigns, and then states that the land is due to Mrs. Rickman "in consideration of William Rickman's services for three years as a colonel in the Virginia continental line by resolution, of the Assembly of 3d December, 1783, and according to a certificate from the Governor and Council received into the land office." It is, therefore, as to the surveyor an authority, and as to Mrs. Rickman a certificate of her interest in the thing about which the authority is to be exercised.

In Jarmin on Wills, vol. 1, n. (1) p. 589, a great number of cases are cited as to the construction put upon words of description in wills in reference to things as well as persons. I cite some of them as in point. "Where the testator bequeathed all his *money* in the Bank of England, and never had any cash in the bank, but was entitled to some three per cents. and five per cents. annuities, Sir William Grant held that the stocks passed."

So, upon a devise by the description "securities for money," stock in the funds will pass. It is added that it seems doubtful whether it will include bank stock.

Under a devise by the description of debts, a cash balance in the hands of the banker of the testator will pass.

By the word *medals*, curious pieces of current coin will pass.

In the same note, p. 594, it is said: "Mistakes in the description of legacies, like those in the description of legatees, may be rectified by reference to the terms of the gift, and evidence of extrinsic circumstances taken together."

"The error of the testator, says Swinburne, in the proper name of the thing bequeathed, doth not hurt the validity of the legacy, so that the body or substance of the thing bequeathed is certain. As for instance, the testator bequeathed his horse Cripple, when the name of the horse was Tulip. This mistake shall not make the legacy void; for the legatary may have the horse by the last denomination; for the testator's meaning was certain, that he should have the horse; if, therefore, he hath the thing devised, it is not material if he hath it by the right or the wrong name."

We have seen, however, that this devise does not stand simply upon the term of description "certificates;" but there is superadded another term of description or designation, and that is, certificates in the hands of her brother Ben. It is, therefore, a most important inquiry whether this land warrant or certificate was at the date of the will, May 3, 1790, in the hands of that brother.

It appears clearly enough, from an exhibit made by the defendants themselves, which is the letter of William H. Harrison, dated at Cincinnati, November 28, 1800, (Rec., p. 145,) that, for a long time prior to that date, this warrant had been placed in the hands of Richard C. Anderson, the principal surveyor of the Virginia military district, who then

resided at Soldier's Retreat in the State of Kentucky. It also appears, by another letter from William H. Harrison, dated at Vincennes, March 19, 1802, (Rec., p. 146,) that the fees of Colonel Anderson had been paid more than ten years before.

All this makes it clear enough, that the actual possession of the warrant was with the surveyor in the year 1800, and for an indefinite time before. I do not doubt, that this possession of the surveyor, existed at the date of the will in 1790, and for several years prior thereto. I agree that it was not actually in the hands of her brother Ben at the date of her will; and if, to fulfill that term of description used by her, we must show a manual possession of the paper by her brother, our case would be lame. But, of course, no such limited construction is to be given to that language. It is merely a form of expression, which covers the case, of control, of care, or of superintendence over the thing. All that we need show is that the charge or superintendence or authority over this paper was vested in her brother.

The paper itself affords conclusive evidence on this point; for on the warrant is this indorsement in the hand-writing of Richard C. Anderson, the principal surveyor: "The within warrant to be laid in five surveys, four of a thousand each, and one of two thousand six hundred and sixty-six and two-thirds.—Richard C. Anderson, for Ben. Harrison."

This indorsement shows that Anderson received it from Ben. Harrison, and that he received instructions from him as to the manner in which the surveys should be made.—(Rec., p. 8.)

Exhibit "C," referred to in the deposition of Philo White, in which Mr. Anderson's account with Mrs. Rickman is stated, contains a credit of $3,42 of the date of August 12, 1784, which, no doubt, is the day when Benjamin Harrison put the warrant in Anderson's hands. It, therefore, clearly enough appears that, while the actual possession of the warrant was with the principal surveyor, Colonel Anderson, he had received it from Benjamin Harrison, and with it instructions as to its location, and that he held it subject to his order.

There is not a scintilla of proof that Mrs. Rickman ever gave any directions as to this warrant, or ever had any control or superintendence over it, except through the agency of her brother. That brother was her agent in respect to all her interest acquired under the resolutions of the General Assembly of Virginia; and there was the same fitness, and greater necessity that he should take charge of this land warrant than of the certificates for pay which the defendants themselves admit she had placed in his hands. The business to be transacted in procuring this warrant and in making it available, could not be performed by a female. It would require the intervention of an agent. Certainly she could have had no more proper one than this brother, who was the executor of her first husband's estate, and in whose business capacity she could repose confidence, shown by the admitted fact that the pay certificates were placed by her in his hands.

Taking it, then, as well established that this warrant, in the contemplation of the testatrix, was in her brother Ben's hands just as fully as her

pay certificates, can there be a reasonable doubt that she intended to dispose of it by this clause in her will? She makes no exception when she comes to devise so much of her estate as is in her brother's hands. Under the description of "certificates" she gives it all, for the phrase "my certificates," means *all* "my certificates," and the clause "my certificates in the hands of my brother Ben," must mean all subjects matter in his hands which, under any latitude of description, would be covered by the term certificate.

It must not escape attention that this lady wrote her own will, and that the smallest items of her propeety were not forgotten by her. She did not forget that she had valuable property in the hands of her brother. When she comes to devise that property, she gives it *all* to her husband. Can it be said, that she meant only to give to her husband the pay certificates, which were in the hands of her brother Ben? If so, how did it happen that she makes no devise of *this* property to any one? Such an item as that, which had been obtained by her from the bounty of the State, giving a right to over six thousand acres of land, could not have escaped her attention; and, yet, unless we so construe this devise as to carry an intention to dispose of this important item of her estate, one of two consequences is inevitable: first, that she had forgotten altogether that she had any such property; or, secondly, while she was engaged in a minute and careful disposition of her estate, she did not give this item to any one specifically, or by a residuary clause, but intentionally refrained from making any disposition of it whatever. It seems to me that no other result can be arrived at than that it was her intention to give this land warrant to her husband, and to make him the donee of all of her property which she had acquired under the resolutions of the Virginia Assembly.

It is claimed by the defendants that the cotemporaneous acts of the parties show that the Harrisons and Mr. Edmondson were of opinion that the land warrant was not covered by Mrs. Rickman's will. Mr. Edmondson died sometime prior to the 26th of April, 1803, on which date his will was admitted to probate in Augusta county, Virginia.—(Rec., p. 14.)

He made his will on the 3d day of October, 1802.—(Rec., p. 11.)

His will does not mention this land warrant; but it contains a general devise of all his estate, to be equally divided among his children, which would, of course, cover his interest in this warrant. The record contains no proof that he asserted any claim of ownership to the warrant under the will of his wife. But it is also true, that Benjamin Harrison, the brother of Mrs. Edmondson, who was that one of her heirs who knew most about the actual ownership of this warrant, and under whose control and management it was, as her agent, during her life, also survived her, and died in the year 1799.

The defendants have exhibited two wills made by Benjamin Harrison. The first appears upon the record, p. 183; the second at p. 187, and they are so exhibited as if they were the wills of the same Benjamin Harrison. It will appear, upon inspection, however, that the first in order is the will of Governor Benjamin Harrison, the father of Mrs. Rickman, and of

her brother Ben. This will of the father, as it appears, was admitted to probate in June, 1791. It has nothing, whatever, to do with this case. The will which is found upon page 187, and which is signed Benjamin Harrison, Jr., although it is introduced by the caption of a "codicil," is the original will dated at Richmond, November 15, 1787. There is a codicil dated August 20, 1790.—(Rec., p. 188.)

It was admitted to probate December 19, 1789. This will makes no mention of this warrant. It contains, however, the following devise: "I give to my son, Benjamin Harrison, now an infant under three months old, all my estate, both real and personal, to him and his heirs forever." So that, as to any claim set up under the devise in Mrs. Rickman's will, nothing appears, either in the will of Mr. Edmondson, or of her brother Ben, which specifically applies to this warrant; nor does the record contain, as to either of them, the assertion of any claim of ownership to the warrant.

The first, and only claim on the part of any of the heirs to any ownership of this warrant, is set up by William H. Harrison on the 28th of November, 1800.—(Rec., p. 145.)

Prior to this date, on the 23d of July, 1800, entries were made upon this warrant by Lucas Sullivan, one of the deputy surveyors of the Virginia military district, all of which entries were in the name of Elizabeth Rickman. They were seven in number, and covered the whole quantity of land specified in the warrant. In his letter of December 8th, 1800, William H. Harrison repudiates the authority of Sullivan in making these entries.—(Rec., p. 146.)

Referring, now, to the first letter of William H. Harrison, dated November 28, 1800, he claims that this warrant belongs to his brothers and sisters and himself; and he states further, that there had been a common mistake as to the character of this warrant; that the mistake was in supposing it was a resolution warrant, and he had not found out the contrary until the summer of that year, when he ascertained that it was a warrant issued for services in the continental line. The statement of this fact explains the delay which had occurred from 1784, when the warrant was first placed in the hands of the principal surveyor to take action under it in the way of location,

A *resolution* warrant, which was the designation of warrants issued for services in the State line of Virginia, was not entitled to location in the Virginia military district, the same being altogether appropriated for services in the continental line. It seems that William H. Harrison had discovered the mistake in the summer of 1800; but there is not a particle of evidence that this mistake had been discovered by Benjamin Harrison, Jr., or by Mr. Edmondson, during their lives; or that Mr. Edmondson had any knowledge of the claim of ownership set up by William Henry Harrison. So far, therefore, as the conduct of Mr. Edmondson, the only party interested under the devise, is concerned, these facts tends to explain his neglect to have the warrant located.

(2.)

The next defence set up is, that the defendants are *bona fide* purcha-

sers of the legal title without notice of the equity of the plaintiffs. All the defendants, except Sprague and Wasson, attempt to reply upon this defence. The two mentioned, who are in possession of survey No. 4069, set up tax title only.—(Rec., p. 26.)

The other defendants claim the residue of the surveys under the heirs of Mrs. Rickman, "through a chain of many conveyances down to these defendants, who now hold each his separate farm, all which conveyances, including those made to these defendants, were bona fide for valuable considerations, without any notice, whatsoever, of any claim or pretence of claim by said John Edmondson, deceased, or said complainants; the consideration money for said conveyances being paid in full, and deeds in fee simple duly executed." This is the exact language under which this defence is set up.

The first objection to be made is, that the defence is not properly made, and upon this point it is only necessary to refer to the case of *Brush vs. Ware, et al.*, 15 Peters' R., p. 110. In that case, as in this, a purchaser of land in the Virginia military district, holding under a patent, but attempting to defend against an equity prior to the patent, set up the defence in his answer. The Court says: "Brush, it is insisted, was a *bona fide* purchaser for a valuable consideration, without notice. The answer under which this defence is set up, is neither in substance nor in form free from objection. It does not state the amount of consideration paid, the time of payment, nor does it deny the circumstances from which notice can be inferred. Boone vs. Chiles, 10 Peters, 211, 212."

Referring, now, to the case of *Boone vs. Chiles*, the Court, speaking of this defence, say: "In setting it up by plea or answer, it must state the deed of purchase, the date, the parties, and contents briefly; that the vendor was seized in fee, and in prossession: the consideration must be stated, with a distinct averment that it was bona fide and truly paid, independently of the recital in the deed. Notice must be denied previous to, and down to the time of paying the money, and the delivery of the deed; and if notice is specially charged, the denial must be of all circumstances referred to, from which notice can be inferred; and the answer or plea show how the grantor acquired title." And it is added: "Such is the case which must be stated to give a defendant the benefit of an answer or plea of an innocent purchase without notice; the case must be made out, evidence will not be permitted to be given of any other matter not set out."

But, if this defence had been properly set up in the answer, the denial of notice would not have availed the defendants; for, if, as they claim, they derive their title from the heirs of Mrs. Rickman, the law fixes them with notices of all the recitals contained in the chain of title under which they claim. Patents for these lands were issued on the 19th of June 1809. They are five in number, and are to be found on pages 176–181 of the record. These patents grant the lands to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, Jr., William Harrison, and Carter Harrison, "the legal representatives of Elizabeth Rickman, widow and devisee of the said William Rickman, deceased."

The very first conveyance executed by these patentees was a deed made by them on the 13th of November, 1809, a few months after the date of the patent, to David Coupland.—(Rec., p. 16.)

This deed covers all the lands embraced in the five patents which have been above referred to, and specially refers to those patents. At the foot of the deed is the following memorandum signed and sealed by the grantors: "It is hereby understood by all the parties to this conveyance, that the grantors only intended to convey their respective proportions of the land herein mentioned, and that they do not intend to affect the claim of any *orphan or orphans who may be entitled to any part thereof.*" This emphatic declaration which is intended as notice to every person claiming under the deed, puts every subsequent purchaser upon inquiry as to any outstanding title, legal or equitable, then existing in any orphan or orphans.

The memorandum is set out at length in the bill of the complainants, (Rec., p. 6,) and the defendants are called upon to make answer to that allegation, and are alleged to have had full notice. When they come to respond to this allegation, they do not deny notice of the memorandum, but say: "And these defendants deny that the memorandum at the foot of said deed to David Coupland had any reference whatever to said complainants, but did allude to certain minor heirs of Mrs. Rickman's tenants in common with the grantors."—(Rec., p. 26.)

The council for the defendants in their arguments say: "The memorandum at the foot of the Coupland deed, doubtless, refers to one or more infant children of the *Harrison* family. Benjamin Harrison, Jr., who died in 1799, left a son three years old."

Now, the proof upon this point is conclusive that the orphans referred to could have been none others than the infant children of Edmondson, and this is clear from the testimony exhibited on the part of the defendants themselves. On page 32 of the record is a deposition made by Edmund Randolph, on the 6th of January, 1807, which is in these words: "I was well acquainted with all the children of the former Benjamin Harrison, Esq., then Governor of Virginia. They were Mrs. Elizabeth Rickman, wife of Doctor William Rickman; Benjamin Harrison, late of Berkley, deceased; Mrs. Lucy Singleton, now living; Carter Bassett Harrison, now living; William Harrison, now living; and Sally Minge, living. I believe, though I am not certain, Benjamin Harrison, the only son and child of the last Benjamin Harrison, is under age, and Carter B. Harrison is his guardian. Mrs. Rickman left no children."

It will be seen from this statement that Mrs. Rickman had three brothers, Benjamin Harrison, Carter B. Harrison, and William Harrison, and two sisters, Lucy Singleton and Sally Minge; that four of these were living in 1807, and one of them, Benjamin, "her brother Ben," was then dead, and had left an only son, also named Benjamin, then under age, for whom her brother Carter B. was guardian.

We next find in the will of Benjamin Harrison, Jr., (Rec., p. 187,) that he refers to this infant son, Benjamin Harrison, and says he is "now an infant under three months old." This was on the 15th of November,

1787, the date of the will. This son was accordingly nineteen years one month and twenty-one days old on the 6th of January, 1807, when Edmund Randolph made his affidavit. The date of the deed which contains the memorandum is November 13th, 1809, on which day this Benjamin Harrison, Jr., would have been twenty-two years old, or within two days of it; and, in point of fact, he is one of the grantors in that deed. So that the theory adopted by the counsel for the defendants to show that this Benjamin Harrison was one of the orphans referred to in that deed is completely demolished.

There is no pretence set up that there were any other orphan or orphans in the Harrison family to whom this memorandum could apply; nor was it intended to apply to any orphans of that family. The language is "any orphan or orphans who may be entitled," and this can only apply to the three orphan children of John Edmondson, and would lead directly to an inquiry for them under the will of Mrs. Edmondson.

But, again, upon looking at the patents, the purchaser would see that the lands were granted to Lucy Singleton, David Coupland, Ann Coupland, Sally Minge, Benjamin Harrison, Jr., William Harrison, and Carter Harrison, describing them as "the legal representatives of Elizabeth, widow and devisee of the said William Rickman, deceased." The purchaser would also see that the deed of November 13th, 1809, is made in great part by other persons than those named in the patent. Sally Minge, named in the patent, is not a party to the deed; nor is Carter Harrison a party to the deed; nor does the William Harrison named in the patent appear to be the same person as William A. Harrison, of Maycox, named in the deed.

These discrepancies alone would necessarily put the parties upon inquiry as to who were, in fact, the legal representatives of Mrs. Rickman; and in making the inquiry for those legal representatives, would have at once ascertained that Mrs. Rickman had intermarried with Mr. Edmondson, and had made a will which disclosed the fact that she had disposed of the warrant recited in this patent to her husband, and that, therefore, the claim of these parties as her heirs or legal representatives was unfounded. In point of fact, an inquiry made at the general land office itself, for the papers upon which the patent was issued, would have disclosed that will of Mrs. Edmondson, as it is admitted by the defendants that the will was filed with the surveys, as the evidence upon which the patents were issued.

In the case of *Brush* vs. *Ware et al.*, hereinbefore referred to, which, upon this question, bears a close analogy to this case, the court say, page 110: "On the transmission of this survey, under the hand and seal of the principal Surveyor, accompanied by the original warrant, or a copy, to the General Land Office, a patent is issued to the person apparently entitled to it. In issuring the patent the Commissioner of the Land Office performs a ministerial duty. He examines no witnesses, but acts from the face of the papers, and exercises no judgment on the subject, except so far as regards matters of form. The patent, therefore, conveys the legal title only, leaving prior equities open to investigation. This is the history of this title and of every other in the same district of country.—

And the question arises whether the respondent, under the circumstances, was a bona fide purchaser for a valuable consideration, without notice. In his answer he says that he never saw the warrant, the entries, nor the surveys on which the patents were founded, and that he had no information as to the derivation of the title, except that which the patents contain. The question is not whether the defendant, in fact, saw any of the muniments of title, but whether he was not bound to see them. It will not do for a purchaser to close his eyes to facts ; facts which were open to his investigation by the exercise of that diligence which the law imposes. Such purchasers are not protected." Again, the Court say in the same case: "When a purchaser cannot make out his title but through a deed which leads to a fact, he will be affected with notice of that fact."

(3.)

The defendants next rely upon the Statue of Limitations. They set up this defence in their answer in the following terms : "A large number of these defendants and those under whom they claim, have been in quiet, continued, and adverse possession of their respective farms for more than twenty-one years prior to the commencement of this suit, and are entitled to and claim the benefit of the Statute of Limitations in their behalf."

This mode of setting up the Statue of Limitations is too vague and defective to amount to a defence. It does not apply to the case of all the defendants, nor does it specify the defendants to whom it does apply.— And when we look to the proof of adverse prossession we find it even more uncertain than the answer. What is required in the way of such a defence as that of the Statute of Limitations, is neither alleged or proved. And, in point of fact, it appears from the briefs filed by the counsel for the defendants that the statue does not seem to be relied upon. It is, therefore, unnecessary for us to meet this defence by showing that the plaintiffs come within the exception to this statute as to infancy, coverture, and absence from the State.

(4.)

The only remaining defence is the lapse of time and the staleness of the equity set up by the complainants.

The bill was filed in the year 1854. We can do no more in this case than indicate some of the grounds upon which we claim that no laches is imputable to the plaintiffs in the pursuit of their right.

First. The adverse possession of very few of the defendants would have protected them under the Statute of Limitations, even if no disabilities had been shown on the part of the plaintiffs. It is in favor of long and continued possession that this doctrine of laches and staleness of claims has obtained in courts of equity. Courts of equity always listen with favor to such facts as tend to explain the apparent delay and laches of the plaintiff in asserting his rights. In this respect they go entirely beyond the disabilities and exceptions which are necessary to take the case out of the operation of the Statute of Limitations. The plaintiffs have, by the most abundant proof, shown that they were infants of tender years at the time when an adverse claim to this property was set up by the heirs of

Mrs. Edmondson, and that they have always resided in the State of Virginia many hundred miles away from these lands, and were in total ignorance of their rights until a very short time before their bill was filed.

As this brief has been already too much extended, we must reserve for the oral argument the full consideration of these facts.

HENRY STANBERY,
Counsel for Plaintiffs.

BRIEF FOR APPELLANTS.—IN REPLY.

I.

As to the claim that Appellees are *bona fide* purchasers for value without notice :

It is submitted that the case of *Brush vs. Ware*, 15 Peters, 93, and the authorities there referred to, especially *Willis vs. Bucher*, 2 Binney 455 and *Ruder vs. Barr*, 4 Ohio 458, clearly establish the following points :

1. That while a valid patent confers the legal title, it does not affect antecedent equities ; and that such equities may be asserted, proved and enforced, as well after as before the grant, not only against the patentee, but against all takers with notice.

2. That we may not only go behind the patent to prove an antecedent opposing equity, but that the recitals of the patent, fairly leading to such an equity, charge notice of it to all who claim under the patent.

3. That where the patent shows upon its face that some one, other than the patentee, was the orginal and meritorious owner, all who take under the patent assume the risk of any failure to trace the equitable title from the first owner to the patentee.

In this case the patents all show that the meritorious consideration moved from Wm. Rickman, and they recite the passsing of his right by will, to his widow, and from her to her "heirs," or to her "legal representatives," who in person or by assignees, obtained the patents.

It will be observed that these patents, not only constitute the original foundation of all the titles asserted by the Appellees, but they are so referred to in all of the deeds as to render it impossible to allow any present holder to allege ignorance of the recitals on the face of the patent under which he claims.

The necessity then of tracing the equitable ownership from Wm. Rickman to the patentees in each case opens up the whole field of inquiry as to the equities antecedent to the patent, and at the same time cuts off the defence of want of notice.

II.

As to the objectien founded on the fact that the entries and surveys were made in the name of Mrs. Rickman after her death :

It is alleged that the entries and surveys were void, but that the pat-

ents founded upon them are nevertheless valid, and that they convey the legal title, free from all antecedent equities.

It is submitted that the proviso of March 2, 1807, 2. U. S. Statutes, 425 § 1, and the rulings of this Court in *Galloway vs. Finley*, 12 Peters 264, and in *McArthur vs. Dun*, 7 Howard 262, establish the following propositions:

1. That while such entries and surveys are, for some purposes, regarded as void, for the reason that they are acts done without authority of any owner, yet that they are so far valid as to withdraw the land, so entered and surveyed, from entry by other persons, and to set it apart in the hands of the Government for the benefit of the real owner of the entry and survey.

2. That if the entry and survey made in the name of a dead owner was followed by a patent in the same name, the title would, by act of May, 20, 1836, 5. U. S. Statutes, 31, stand for the benefit of the true owner, but, if a patent has been taken for such lands by any stranger, it will be held utterly void under the proviso of March 2, 1807, already referred to.

To remove these patents and the subsequent conveyances founded upon them out of the way of the real owners for whom these lands are held in reserve by the proviso of 1807 is the purpose of this suit. Whether this is to be done by avoiding them utterly, or by requiring them to be held and conveyed for the benefit of the real owner would seem to be a question more of form than of substance.

The grievance alleged by the Appellants is, that they being the true owners of Warrant, No. 2245, under the will of Mrs. Rickman, other persons, claiming to her heirs at law, got prossession of the Warrant, and so fraudulently, or improperly used it, as to obtain patents in their own names for lands to which Appellants were really entitled.

The reply to this, is :—The fraud or injustice which we did to you is without remedy, because we also defrauded the United States Government, and obtained patents upon entries and surveys which conferred no equity. We, therefore, stand upon a naked legal title to which no antecedent equity can attach.

The mere statement of such a proposition would seem to be a sufficient answer to it.

III.

The inquiry for the *real owners* being thus open to us, would seem to turn upon the true construction of Mrs. Rickman's will, viz: "My certificates that are in the hands of my brother Ben., I desire may be given to my husband to dispose of as he may think proper."

It is submitted to be a sound rule that a testator is not to be construed into intestacy, if it can fairly be avoided; the presumption of law being, in accordance with the reasonable probability, that one who makes his will means to dispose of his whole estate.

In this case the will is written with a woman's disregard of forms, but with all her minuteness of recollection, and all her attention to details. She disposes, not only of her lands and slaves and personalty, but of her

soul and body. She remembers, not only her living friends, but her dead husband, and she provides for the settlement of her estate, and for a wall around her chosen place of burial.

What is, by law, included under the term "certificates" has been sufficiently discussed. She evidently meant to give to her husband the benefit of all her papers then under the management of her brother Ben. She called them "certificates," and referred to them as in the hands of her brother Ben, not by way of limitation, but merely to point out the place of custody, as if she had said, "My certificates I give to my husband. My brother Ben has charge of them."

All her papers in the hands of her brother Ben either were, or had been in the form of "certificates," in the strictest sense of the word. In the progress of the business under his control, "warrants" had come to be issued upon a number of these "certificates," but she referred to them all by the name which they bore when her brother first took charge of them. No provision of her will, upon any reading of it, is found to interfere with their passing to her husband. No residuary clause stands between this provision and intestacy.

IV.

As to the defence founded upon lapse of time and the staleness of the claim of the Appellants:

This defence implies, of course, the original superiority of the claim of Appellants, and alleges that it has been lost by laches and lapse of time.

The claim here is purely equitable, and could in no form have been asserted in a Court of Law. The owners of it were not only ignorant of its existence, but that ignorance is fully explained and excused by continued successive disabilities of infancy, coverture and non-residence. There is then in the pretension of Appellants no element which subjects it to the equitable bar founded upon laches, or the neglect of one's known rights. The most that can be claimed by the defence is that, in favor of repose and the settlement of estates, a Court of Equity will apply to this claim the limitation of time which in a Court of Law would bar the better legal title to property of like kind and similarly situated. In other words, the highest position the Appellees can occupy is that of tenants in possession, defending against the true owner under the Ohio Statutes of Limitations.

An examination of this record will show that until within less than twenty-one years, before the bringing of this suit, the lands in controversy passed from hand to hand as wild and unimproved property at prices merely nominal, and that within the time of limitation by the laws of Ohio, they were, as a general fact, outlying and unoccupied. The record does not, as to any parcel of the land, give such information as to enable this Court to determine the merits of any defence founded on lapse of time, and if the Court shall be of opinion that the law is for Appellants, upon the questions affecting the original ownership, we submit that it will be necessary to remand the cause for further inquiry upon this ground of defence, as applicable to the case of each defendant. The

necessity of such a proceeding will be manifest when we consider that, as the Statute could only run from the time of actual possession in each case, so it could not begin to run against a party then under disability, as in the case of Mrs. Waddell.

We, by no means, admit this to be a case proper for the Statute of Limitations in a Court of Equity, but we claim with confidence that the defendants can hold no higher ground, and that the Statute will not suffice for their protection.

Referring to the Abstract and Brief of Mr. Stanbery, this note is respectfully submitted in reply to one since presented.

JOHN B. BALDWIN,
of Counsel for Appellants.

DECEMBER, 1868.

VINDICATOR PRINT, STAUNTON, VA.

SUPREME COURT OF THE UNITED STATES.

No. 55.

DECEMBER TERM 1870.

ELIZABETH W. EDMONDSON AND OTHERS, APPELLANTS,

vs.

ADAM BLOOMSHIRE AND OTHERS, APPELLEES.

PROPOSITIONS FOR APPELLEES.

I. After final decree in chancery against complainants in the circuit court, the heirs of a deceased complainant can only be made parties by bill of revivor, and without being so made parties cannot obtain the allowance of an appeal to the Supreme Court. (Judiciary act, secs. 17, 22, 31; act March 3, 1803, sec. 2; Rules of Practice, 15, 57, 58; Carter *vs.* Hawn, 14 Ohio R., 186; 3 Daniels's Ch. Pr., 1604; Giffard *vs.* Hort, 1 Schl. and Lef., 411; Story Eq. Pl., secs. 364, 366, 369; Mitford, Eq. Pl., by Jeremy, 69; Tidd's Pr., 1120, 2 Saund., 101, n.)

II. The citation on appeal of a chancery case must describe all the appellants. (Owens et al. *vs.* Kincannon, 7 Peters, 399; Deneal et al. *vs.* Archer, 8 Peters, 526; Smyth *vs.* Strader, 12 Howard, 327; Heirs of Wilson *vs.* Life and Fire Ins. Co., 12 Peters, 140; Bayard *vs.* Lombard, 9 Howard, 530.)

III. Under the twenty-second section of the judiciary act of 1789, the disability of coverture saving a right of appeal from the circuit to the Supreme Court is a personal privilege which does not descend to heirs. (Angell on Limitations, sec. 23; the English and American Statutes of Limitation.)

IV. Under the twenty-second section of the judiciary act, a disability saving a right of appeal to one party plaintiff does not save a right of appeal to a co-plaintiff under no disability. (Angell on Limitations, sec. 484; Lessee of Bronson *vs.* Adams, 10 Ohio R., 137; Moore *vs.* Armstrong, 10 Ohio R., 11; Marstellar *vs.* McClean, 7 Cranch, 158.)

V. In such case in a joint proceeding if one party is barred of a right of appeal, the party under disability is also barred. (Marstellar *vs.* McClean, 7 Cranch, 158; Owens et al. *vs.* Kincannon, 7 Peters, 399; 6 Peters, 172; 16 Peters, 521.)

VI. Where one of two complainants in chancery whose bill is dismissed on hearing, after final decree, sells his interest in the subject-matter of the suit, he is not a proper party as petitioner for an appeal. The purchaser must make himself a party by supplemental bill and then [illegible] Vanderchoyden, 5 Cowan, 719; Mills *vs.* Hoag,

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VI. Where one of two complainants in chancery whose bill is dismissed on hearing, after final decree, sells his interest in the subject-matter of the suit, he is not a proper party as petitioner for an appeal. The purchaser must make himself a party by supplemental bill and then appeal himself. (Reid *vs.* Vandersheyden, 5 Cowan, 719; Mills *vs.* Hoag, 7 Paige, 18; Hone *vs.* Vanschaick, 7 Paige, 221; Idley *vs.* Bowen, 11 Wend., 238; Steele *vs.* White, 2 Paige, 478; Cuyler *vs.* Morland, 6 Paige, 273; 3 Daniels's Ch. Pr., 1604.)

VII. After final decree in chancery against a party his right of appeal is a personal privilege, and on grounds of public policy is not assignable.

VIII. Under the judiciary act an appeal bond in chancery must be approved by a judge. The Supreme Court will not remand an appeal for the amendment of the bond to save an appeal, where appellants have without excuse long delayed an appeal, especially on a stale equity. (Boyce *vs.* Grundy, 6 Peters, 777; Cattell *vs.* Brodie, 9 Wheat., 553; Villabolés *vs.* The United States, 6 Howard, 90.)

IX. Whether on appeal in chancery to the Supreme Court the record below should not be filed in the Supreme Court within five years from decree, or disability removed?—*Quære.* (Brooks *vs.* Norris, 11 Howard, 204.)

X. On appeals in chancery to the Supreme Court it must appear by the record or evidence *dehors* that the amount "in dispute exceeds the sum or value of $2,000, exclusive of costs."

SUPREME COURT OF THE UNITED STATES.

ELIZABETH W. EDMONDSON ET AL., APPELLANTS,

vs.

ADAM BLOOMSHIRE ET AL., APPELLEES.

STATEMENT OF THE CASE.

This purports to be an appeal from the circuit court of the United States for the southern district of Ohio.

The question first for decision is presented on a motion to dismiss the appeal.

The material facts are these:

On the 12th December, 1854, John Edmondson and Littleton Waddell, and his wife, Elizabeth Waddell, filed their bill in chancery in the circuit court of the United States for the then district of Ohio against Adam Bloomshire et al., praying for a decree requiring the respondents to release all their respective titles to certain lands in Union County, Ohio, to complainants John Edmondson and Elizabeth Waddell, who, as equitable tenants in common, claimed to own a full equitable title to said lands, while respondents held the legal title and were in adverse possession.

At the April term, to wit, on the 16th July, 1859, of the circuit court, the case was heard upon bill, answer, replication, and evidence, and the bill dismissed at complainants' costs.

On the 26th May, 1860, the circuit court allowed an appeal to the plaintiffs and ordered an appeal bond to be given in $1,000. No bond was ever given.

On the 14th November, 1865, a motion or petition was filed in the circuit court, alleging that on the 30th June, 1862, said John Edmondson died intestate, leaving Elizabeth W., Lucy A., Mary H., and Edwin L. Edmondson, his only heirs at law; that on the 20th June, 1864, said Elizabeth Waddell deceased intestate, leaving her only heirs at law, Lucy A. Cooke, intermarried with William D. Cooke, James A. Waddell, Littlejohn Waddell, jr., and William H. H. Waddell. This petition, filed by these two sets of heirs and the original petitioner, Littleton Waddell, avers that no appeal bond was given under the order of 26th May, 1860, allowing an appeal, and prays that they become parties to said appeal and to perfect the same by now entering into a bond for the appeal. No process was asked or issued.

On the same 14th November, 1865, the circuit court, by order on the journal, admitted these heirs as parties plaintiff in place of the proper ancestors, and ordered that said petitioners have leave to perfect said appeal so allowed at the June term, (1859,) [26th May, 1860,] by giving bond in $1,000, as therein provided.

On 22d November, 1865, bond was given.

At December term 1868 of the Supreme Court, (1st February, 1869,) this appeal was dismissed for want of jurisdiction.

On the 13th April, 1869, the counsel of complainants produced in the circuit court a mandate from the Supreme Court, showing the dismissal of the appeal, and thereupon filed another motion or petition, similar to the preceding one, on behalf of the two sets of heirs for allowance of an appeal; setting out all the facts averring the heirship, and alleging that the Supreme Court dismissed the appeal so taken "for want of jurisdiction, on the ground that the said order so made on the said 14th November, 1865, did not amount to an allowance of an appeal."

The petition also avers that said Elizabeth Waddell was a *feme covert* at the date of the original decree, and to her death.

It is also shown by affidavit that Littleton Waddell, sr., died intestate, March 11, 1869, and that John Edmondson died June 30, 1862, "leaving to survive him four *children*," who are petitioners.

On the same 13th April, 1869, the defendants filed a motion in the circuit court to dismiss this petition, because—

1. Five years had elapsed prior to filing petition.

2. The court having allowed one appeal, exhausted the power to allow an appeal.

3. The heirs of Elizabeth Waddell have no interest in the subject-matter of the petition or the prosecution of the original bill, they having, on the 17th July, 1865, transferred all interest to said Edmund L. Edmondson, a co-plaintiff.

In support of this last reason, a copy of deed of release, with affidavit showing its record in Union County, Ohio, is filed, and was received by the court on the hearing of the motion, without objection.

A certified copy of this deed is made an exhibit to this brief. The consideration for it was that Edmondson should pay the costs of this proceeding.

On the 14th of April, 1869, the circuit court found "that the matter in controversy exceeds in value $2,000," and "allowed" an appeal and "directed that an appeal bond in $1,000 be given, to be approved by the clerk of this court."

The citation, 14th April, 1869, recites that "Elizabeth W. Edmondson, James A. Waddell, and others" obtained allowance of an appeal from decree which "Adam Bloomshire and others" recovered against "John Edmondson and Littleton Waddell and wife, the ancestors of the now plaintiffs and petitioners."

The bond was given June 16, 1869, approved by the clerk of the circuit court, *not* by the judge. The record was filed in this court June 21, 1869.

December 17, 1870, defendants file a motion to dismiss the appeal, because—

1. It was not taken within five years from the date of the decree in the circuit court. (Brooks *vs.* Norris, 11 Howard, 204.)

2. The right of appeal has been exhausted by the appeal heretofore allowed.

his appeal was improperly allowed.

original decree was July 16, 1859, the appeal allowed April 14, early ten years after, and nearly four years and ten months after th of Elizabeth Waddell, whose disability of coverture is invoked er this litigation enduring if not immortal.

pport of the motion to dismiss the appeal it is maintained—

I. That the persons named on the record as petitioners for the appeal are not parties and so cannot appeal.

II. That under the 22d section of the judiciary act of September 24, 1789, the disability of coverture was a personal privilege of Elizabeth

Waddell, and did not descend to her heirs so as to entitle them to appeal after five years from the decree.

III. The five years' limitation in the act of 1789 barred John Edmondson's right of appeal; and Elizabeth Waddell, by uniting in a *joint* proceeding with him, did not confer upon him the benefit of her saving disability, but lost her own.

IV. If Waddell's heirs had any right of appeal it was a personal privilege, saved by their mother's disability, and after their conveyance of July 17, 1865, of the lands in controversy, to Edwin L. Edmondson, a co-plaintiff, they were not proper parties in interest and had no right of appeal.

V. That Waddell's heirs did not in terms, by their conveyance of July 17, 1865, assign a right of appeal. Their assignment of the property in controversy does not carry with it a right of appeal, and on grounds of public policy such right is not assignable.

VI. The appeal bond was not approved by a judge, as the statute requires, and the court will not at this late day permit a new bond to be filed.

VII. The record on appeal was not filed in the Supreme Court until after more than five years had elapsed since the death of Elizabeth Waddell.

VIII. It does not appear that the matter in dispute, *exclusive of costs*, exceeds $2,000.

Before proceeding to consider these propositions I may remark that the allowance of an appeal is *ex parte* often in vacation by a judge at chambers, and neither decides nor concludes any question of parties, of practice, or any jurisdictional fact.

In Hudgins et al. *vs.* Kemp, (18 Howard, 530,) the court say:

> The act of Congress does not require an appeal to be made in open court, or to be in writing, or entered on the minutes of the court, or to be recorded. It is often made before a judge in vacation, when it cannot be recorded in the order book. It may be made orally or in writing.

Callan *vs.* May, (2 Black, 541.) A sale had been made on a decree in the District of Columbia, and May became the purchaser. He filed a petition for a writ of *habere facias possessionem* against Callan in possession, which was awarded. Callan appealed, and May moved to dismiss. The court say:

> It seems to be supposed that the order of the judge of this court, allowing the appeal, was conclusive, and that its validity was not now open to dispute. But the *allocatur* of a judge was never so considered * * * and it does not by any means follow that the judge who authorized the appeal has made up his own mind that the party is legally entitled to it. * * * He grants the appeal in order to bring the matter before the court, and enable it to decide for itself whether the case is or is not within their appellate jurisdiction.

No petition in the circuit court is necessary. United States *vs.* Curry, (6 Howard, 112.)

I will now consider the several propositions in the order stated:

1.

There is no party, or a defect of parties, to the appeal.

This is so upon two grounds:

1. The heirs of the original complainants, after final decree, can only be made parties by bill of revivor, and were not.

2. The citation on appeal is defective, in not describing all the appellants.

The original bill was filed by John Edmondson, Littleton Waddell and wife.

The decree was against them. After this they died.

Their heirs then filed petition, without process, for an appeal, and it was "allowed." In effect, it was a mere *ex parte* motion.

1. New parties can only be made in chancery in pursuance of a statute or of the general equity practice.

No statute authorizes new parties to be made in this way.

The thirty-first section of the judiciary act only relates to new parties before final judgment.

By section 17 of the judiciary act the courts may—

Establish all necessary rules for the orderly conducting business in the courts.

And by section 7 of the act of 2d March, 1793, the courts may—

Make rules and orders for their respective courts, directing the returning of writs and processes, the filing of declarations and other pleadings, the taking of rules, the entering and making up judgments by default, and other matters in the vacation and otherwise, in a manner not repugnant to the laws of the United States, to regulate the practice of the said courts respectively as shall be fit and necessary for the advancement of justice, and especially to that end to prevent delays in proceedings.

The systems of equity, jurisprudence, pleading, and practice are as obligatory as the statute. Their repeal by rules of court will not be favored or allowed unless the language is explicit.

No rule of court has repealed the practice in chancery in its mode of making new parties after final decree and before appeal perfected.

The 15th rule of this court only relates to parties dying "pending a writ of error or appeal."

The 57th and 58th rules, on the contrary, apply to this case, and require a "supplemental bill"— in fact, in this case, a bill of revivor— filed on "*leave*" of a judge, with "due notice to the other party," and to which "the defendant shall demur, plead, or answer."

No vague usage of a court can repeal well-established principles of equity practice.

And heirs claiming a right under a decree can, according to equity practice, be made parties *only* by *bill of revivor*.

A portion of the 22d section of the judiciary act of 1789 is copied from a standing order of the House of Lords of March 24, 1725. (3 Daniels's Ch. Pr., 1635.)

In England appeals from final decrees in chancery to the House of Lords are, by petition to the lords, presented on previous notice to the appellee; on which an "order of summons" issues from the lords like the citation here, and is served on the appellee, requiring an answer. (3 Daniels, 1637.)

But there, when a party dies after final decree rendered in the court below, an appeal can only be taken by a privy in estate by first becoming a party by supplemental bill in the court below. This was settled in Gifford *vs.* Hort, (1 Schoales and Lefroy, 411.)

A bill in the Irish Exchequer to redeem lands alleged to be irregularly sold under mortgage was dismissed. After this final decree a tenant in tail in remainder expectant, not a party in the former case, filed an original bill to redeem. The court held that the first decree against a tenant in tail bound this remainder-man, and dismissed his bill.

On petition to lords for liberty to appeal, it was resolved that the remainder-man might appeal from the first decree against his ancestor, "making himself a party to the suit instituted in said court by filing a supplemental bill * * for the purpose of appealing from said decree."

In New York, under the civil code, "any party aggrieved" may

appeal, but before an administrator can appeal from a judgment against his intestate he must be made a party to the record. (Beach *vs.* Gregory, 2 Abbott Pr. R., 209.)

By the Ohio chancery practice, act of March 14, 1831, section lxi, and the practice act of March 8, 1831, sections lxiv, lxxxix, a statutory mode of revivor was provided not applicable to this case.

In 1846, in Curtis *vs.* Hawn, (14 Ohio R., 186,) there was a *scire facias* against heirs to revive a decree against their ancestors, which was held unauthorized.

The court said:

> A decree in case of the death of the respondent is revived against his heirs by a bill of revivor, or petition in the nature of a bill of revivor. A court of chancery has its own appropriate machinery to accomplish its ends.

And so are the elementary authorities.

> When a suit became abated after decree signed and enrolled, it was anciently the practice to revive the decree by a subpœna in the nature of a *scire facias*. * * The enrollment of decrees being now much disused it is become the practice to revive in all cases indiscriminately by bill. (Story, Eq. Pl., sec. 366.)
>
> If anything is required to be done *by or against* the interest of the party who is dead, his proper representative must be brought before the court *by a bill of revivor*. (Story, Eq. Pl., sec. 369. Mitford, Eq. Pl., by Jeremy, 69.)
>
> Wherever a suit abates by death * * the suit may be continued by a bill of revivor merely. (Story, Eq. Pl., sec. 364.)

The necessity of adhering to principles which the wisdom of the courts has sanctified for centuries is too plain to require argument. If heirs, devisees, assignees, &c., may come in on *ex parte* motion in the court below, and transfer a cause on appeal to this court, how shall an issue be made and tried to determine the death of the ancestor, of heir or no heir of testacy or intestacy, or of assignment or not?

Shall it be by *ex parte* affidavit?

No rule has even provided for that.

The appellees here have a right to make these issues, and they are too momentous, too difficult of trial, to be cut loose from the safeguards erected by established equity practice.

In this case, the heirs of Elizabeth Waddell have assigned all their interest in the lands in controversy to Edmond L. Edmondson, one of their co-plaintiffs.

The Waddell heirs have a right to say they shall no longer be parties liable for costs.

How is this to be tried?

The appellees here have a right to affirm or controvert this.

How shall they do so?

If the case goes on to trial on its merits, and the plaintiffs recover, in whose favor shall the decree be? If to all the plaintiffs, then Edmond L. Edmondson will be barred of his rights acquired under his purchase. Will his newly-acquired rights be preserved to him without pleadings which tender an issue on them?

A bill of supplement and revivor is required.

The Supreme Court of the United States will not be the first court in any country having equity jurisprudence and practice to say these questions shall be tried without pleadings or issues, in a mode hitherto without precedent.

The chancery appeal act of March 3, 1803, confirms the position now maintained. (2 Stat., 244, sec. 2; 1 Brightly, 260.) It requires an appeal to be "allowed," but the allowance is *ex parte* and decides nothing, and no future step can be taken by the appellee except in the Supreme Court. (Callan *vs.* May, 2 Black, 548; United States *vs.* Carry, 6 Howard, 112; Hudgins *vs.* Kemp, 18 Howard, 530.)

But where, as in this case, new parties are necessary involving new issues, there must be *new evidence* to decide them. The act of 1803 declares that "no new evidence shall be received" in the Supreme Court. Unless new evidence is heard somewhere, there will be a denial of justice. As it cannot be heard here, it must be heard in the circuit court; and as the application for the appeal is *ex parte*, it cannot be heard there on the application for appeal. It can only be, and must be, heard, then, on a *bill of revivor*.

It may be said the appellees have not asked that any issue be made. But when new parties, claiming to be heirs, come in to assert rights under a decree, they must make their claim in a mode known to chancery law, on which issue can be taken, or there is no jurisdiction to which other parties can respond.

At law, where a privy in estate or interest sues out a writ of error, his *character as privy* may be put in issue by a *special plea* to the assignment of errors. So there may be a plea of release of errors, or of the statute of limitations, to which the plaintiff may reply or demur, and proceed to trial or argument. (Tidd's Pr., 1120; 2 Saund., 101, *u;* Wilcox, Ohio Forms and Practice, 440.) And this is the practice in this court.

The so-called appellants are not parties for another reason:

2. The citation in appeal is only on behalf of a *part* of the petitioners, and so is good as to none. It recites that "on the 14th April, 1869, Elizabeth W. Edmondson, James A. Waddell, *and others* obtained the allowance of an appeal." The names of seven petitioners, heirs and husbands of heirs of the original complainants, are omitted. The allowance was to all the heirs. This question, I think, may be regarded as *res adjudicata*.

Owings *et al. vs.* Kincannon, 7 Peters, 399.

Decree in circuit court against Owings, Blakey, Phillips, Stapp, John L. Head, and Buck—six in all. Nancy and Sally Head were also parties defendant. Appeal allowed generally. Phillips and Nancy and Sally Head, three of the parties, gave bond for appeal, and had citation issued reciting *their* appeal.

The appeal was dismissed because all the parties did not unite in it.

Marshall, C. J.:

In Williams *vs.* The Bank United States, (11 Wheat., 114,) which was a writ of error sued out by one defendant to a joint judgment against three, the writ was dismissed. "All the defendants ought to have joined. * By the judiciary act of 1789 decrees in chancery pronounced in a circuit court could be brought before this court only by writ of error. The appeal was given by the act of 1803. That act declares "that such appeals shall be subject to the same rules, regulations, and restrictions as are prescribed by law in cases of writs of error." * The appeal * * should be prosecuted by the same parties who would have been necessary in a writ of error. * * The same principle would be applicable, from the general usage of chancery, to make one final decree binding on all the parties united in interest.

Deneal *et al. vs.* Archer, 8 Peters, 526.

Marshall, C. J.:

The present writ (of error) is brought by Mary Deneale *and others*, as plaintiffs, but who the others are cannot be known to the court, for their names are not given in the writ of error, as they ought to be. Mary Deneale cannot alone maintain a writ of error on this judgment, but all the parties must be joined and their names set forth, in order that the court may proceed to give a proper judgment. *Dismissed.*

To the same effect is Smyth *vs.* Strader *et al.*, (12 Howard, 327,) and heirs of Wilson *vs.* Life and Fire Ins. Co., (12 Peters, 140.)

The heirs of the original complainants are, therefore, not parties in this proceeding.

Certainly persons who are *not parties* cannot appeal, because a court

cannot proceed in any case without jurisdiction, both of the *parties* and subject-matter.

"An appeal," says Bouvier, "is the act by which a PARTY submits to the decision of a superior court a cause which has been tried in an inferior tribunal." (Dic., 114, title, Appeal; Harrison *vs.* Nixon, 9 Peters, 483.)

Bayard *vs.* Lombard, (9 Howard, 530, 551,) was a writ of error to the circuit court on a judgment at law. The court below ordered distribution of money made on execution. Certain creditors, not parties, procured a writ of error in accordance with the State practice. The court held—

> Such a writ cannot be sued out by persons who are not parties or privies to the record.

Again, as a matter of form, it may be and is claimed that there is no evidence that any of the petitioners are "*heirs*" of John Edmondson. The affidavit below was that certain of the petitioners were his "*children.*" If they are not his *heirs*, then the proper parties are not in this appeal. The motion to dismiss denies everything. The allowance of the appeal decides no fact. Everything may be controverted, only the fact of the making the order of allowance. (18 Howard, 530.)

II.

Under the twenty-second section of the judiciary act of 1789 *the disability of coverture is a personal privilege, which does not descend to heirs.*

The original bill was filed by John Edmondson and Littleton Waddell, and his wife Elizabeth, claiming that Edmondson and Elizabeth Waddell had an equitable title to land, the legal title to which was in defendants. The final decree of July 16, 1859, dismissed the bill at complainants' costs. Elizabeth Waddel died under coverture, June 20, 1864, leaving heirs, who, with others, claim to be appellants.

The judiciary act says:

> And writs of error [appeals] shall not be brought but within five years after rendering or passing the judgment or decree complained of, or in case the PERSON ENTITLED TO SUCH writ of error [APPEAL] be an infant, *feme covert, non compos mentis*, or imprisoned; then within five years as aforesaid, exclusive of the time of such disability.

This authorized writs of error on chancery decrees.

The act of 1803 authorized appeals to be allowed from the circuit to the Supreme Court—

> Subject to the same rules, regulations, and restrictions as are prescribed in law in case of writs of error.

Five years having elapsed after the decree before the appeal it is barred unless Elizabeth Waddell's disability of coverture saved the right of appeal to her heirs. I maintain it was *personal to her*, but *saved no right to her heirs.*

This view is supported by—

1. The language of the statute.
2. The rules of construction adopted on similar statutes.
3. The reason and policy of the statutes.

THE LANGUAGE OF THE STATUTE.

The statute does not say that a right of appeal is reserved to the *heirs* of a party under disability.

The words are (collocated to meet the case:)

> In case THE PERSON ENTITLED TO SUCH APPEAL be *feme covert*, then appeals shall not be brought but within five years after rendering the decree exclusive of the time of such disability.

By express words the "*feme covert*," at the time of "rendering the decree," is "*the person entitled to such appeal.*" If she is *entitled*, in case she had lived until the coverture was removed by the death of her husband, *she* might have appealed.

The statute might also have given the right to devisees, heirs, administrators, or even to a husband, or an assignee.

But the general bar of five years defeats all who do not *show that they are clearly and expressly excepted.* And a *positive* bar must prevail even against a *doubtful* exception.

The *feme covert* is excepted, but her devisees, heirs, and administrators are not.

The court cannot create an exception where the law has not. In 6th Bacon's Abridgment, 388, it is said of the exception in relation to infants:

> As to this it hath been holden that the statute being general, infants had been included, had they not been particularly excepted. (Lev., 31.)

This is fully sustained by Prideaux *vs.* Webber. (1 Levinz R., 31.)

The law has expressly limited the exception to the wife.

And now courts will adhere to the letter of a statute to give effect to a limitation. Angel, in his work on Limitations, sec. 23, quotes with approval the remark of Livingston, J., in Fisher *vs.* Harnden, (Paine's C. C. R., 61,) that—

> The court disclaims all right to put on statutes of limitation, which are found to be among the most beneficial to be found in our books, any other construction than *their words import.*

The courts now adopt the opinion in Benyon *vs.* Evelyn, (O. H. Bridgman's Judgments,) that—

> It is better to suffer a particular mischief than a general inconvenience; and such a one must happen if way be given to equitable constructions against THE LETTER of the act. (Wilk. on Lim., 52, in note to sec. 23 of Angell.)

The force of this limitation is more apparent when the statute is contrasted with the English and American statutes of limitation. These have in all cases *named heirs* or other representatives where they were to have the benefit of an ancestor's disability.

The statute 21 James I, ch. 16, sec. 2, has a saving disability, but it expressly *saves also the right of heirs.* Its language is:

> *Provided, nevertheless,* That if any person or persons that is or shall be entitled to such writ or writs, or that hath or shall have such right or title of entry, be or shall be at the time of the said right or title first descended accrued, come or fallen within the age of one and twenty years, *feme covert,* non compos mentis, imprisoned, or beyond the seas, that then *such person and persons and his and their heir and heirs* shall or may, notwithstanding the said twenty years be expired, bring his action * * within ten years next after his and their full age, discoverture, &c., &c. (Angell on Limitations, Appx. IV.)

The statute of 32 Henry VIII, ch. 2, reserves to heirs the right to *alleadge* within the said six yeares the seisin of his or their ancestors or predecessors, &c. (Angell, Appx. III.)

The statute 3 & 4 William IV, ch. 27, provides for disabilities and saves the remedy to

> such person or the person claiming through him. Section XVI. (Angell, Lim., Appx. X.)

And section VI provides that

> An administrator * * shall be deemed to claim as if there had been no interval of time between the death of such deceased person, and the grant of the letters of administration. (Angell, Appx. VIII.)

In Maine the statute expressly saves rights of personal action for and against executors and administrators—sec. 13. (Angell, Appx. XXXIV.)

As to real actions the rights of heirs and purchasers are expressly saved—sec. 1. (Angell, Appx. XXXVII.)

So in Vermont as to real actions. (Angell, Appx. XLI.)

And so in New Hampshire, Massachusetts, &c.

In Connecticut *heirs* are named. (Angell, Appx. LIV.)

In Pennsylvania the saving is (sec. 4) to "such person or persons, and the heir or heirs of such persons." (Angell, Lim., Appx. LXXVII.)

The statute of limitations of Ohio in force in 1841, quoted in Angell, (Appx. CXXII, sec. 2,) provides for *heirs* by extending the saving disabilities to *any person* at the time his right or *title first descended* or accrued. Its language is:

> If any person entitled to have or maintain any action of ejectment * * be at the time *his right or title first descended or accrued* within the age of twenty-one years, *feme, covert*, * * * &c., every such person may, after the expiration of twenty-one years from the time his right or title first descended or accrued, bring such action within ten years after such disability removed.

The result is that the legislation shows that the personal privilege of disability does not descend unless expressly provided for in the statute.

Statutes of descent regulate rights; statutes of limitation regulate remedies.

Now, as the act of Congress of 1789 relates to the *remedy*, and saves it in favor of certain persons, but does not name *the heirs* of *such persons*, the heirs cannot claim the benefit of the saving in favor of the ancestor.

The land in controversy descends to the heirs bound by the decree against the ancestor, and the statute has given no benefit of a limitation to the *heirs* after the five years' bar of the judiciary act.

The right of appeal with the benefit of an ancestor's saving disability is not an incident of the land in controversy which descends with it. It is not the subject of descent or devise. It is only a creation of the statute, not extended to the heirs, but limited to the ancestor.

2. THE CONSTRUCTION OF STATUTES OF LIMITATION.

3. THE REASON AND POLICY OF THE STATUTE.

The twenty-second section of the judiciary act is capable of two constructions, either one of which bars the right of appeal here.

(*a.*) The one already presented, that the saving is only in favor of the ancestor.

(*b.*) The other, that where an action is brought by the party under disability, the disability is waived or does not exist.

In either view the statute is to be favorably considered with a view to repose, and no strained construction will be adopted to defeat the bar.

There was a time when statutes of limitation were not regarded with favor, but that time has passed. The doctrine now, both in England and America, is that they are statutes of repose, to be favorably considered and construed for the peace of society and to put an end to litigation. It is sufficient to refer to Angell on Limitations, section 23, and Brown's Law of Limitations, 681, where American and English authorities are collected.

(*b.*) Notwithstanding her disability, Elizabeth Waddell pursued her remedy. She could have appealed within five years. The statute was made to *protect parties who were involuntarily brought into court by*

adverse parties, and who might be presumed incapable of protecting their rights. But the equity and policy of the statute do not extend to an active party in commencing and carrying on a litigation. She waived her privilege, not only by pursuing her remedy, but by procuring one allowance of an appeal, which all parties abandoned by refusing to give an appeal bond.

It is inequitable that she should slumber on her rights until time has destroyed the evidence to meet and combat her, and then claim an appeal. When she sues, she acts relieved of disability. To hold that she may exercise the rights of a party not under disability, and yet enjoy the exemptions of disability, is to give her a double advantage.

But it would be especially inequitable to permit her right of appeal to travel down to her heirs, now to be pursued by them more than ten years, or it might be half a century, after the original decree.

III.

I. *The five years' limitation in the act of* 1789 *barred the right of appeal of John Edmondson and his heirs, and it is not saved by the disability of Elizabeth Waddell.*

II. *Elizabeth Waddell, by uniting in the bill* JOINTLY *with John Edmondson, lost the benefit of her own disability.*

The original bill was filed December 12, 1854, by John Edmondson, Littleton Waddell and his wife, Elizabeth, to recover lands claimed by Edmondson and Waddell's wife.

The decree was against them, July 16, 1859.

June 30, 1862, John Edmondson died intestate, leaving four heirs, now appellants, under no disability.

June 20, 1864, Elizabeth Waddell died intestate, leaving four heirs, one *feme covert*.

Littleton Waddell, sr., husband of Elizabeth, died intestate March 11, 1869.

April 14, 1869, appeal allowed to the two sets of heirs, more than five, nearly ten, years after the decree.

The judiciary act bars the right of appeal in five years, except to persons under disability.

As John Edmondson and his heirs were under no disability, the appeal as to them was barred and must be dismissed, unless their right of appeal is saved to them by the disability of Elizabeth Waddell.

It is not so saved.

The act of 1789 gives no such effect to the disability of a co-plaintiff. Its *language* must be forced, strained far beyond its meaning, to give such effect.

A remedy *by appeal* is no more sacred than the remedy by *original action*. The authorities governing the limitation of *original actions* on rights held by parties in common, and the analogy of such authorities, are applicable to the limitation on *appeals*.

The rule is well settled that the disability of one tenant in common does not save the right of action of a co-tenant.

The best American work on Limitations says:

> Where there has been an adverse possession during the time limited by the statute against tenants in common, one of whom is within the saving of the statute, the right of the others is not thereby saved. (Angell, Lim., sec. 484; Jackson *vs.* Bradt, 2 Caine's R., 169.)

The authorities are fully collected in a *note* to Angell.

In Ohio this rule has been fully established.

Lessee of Bronson *vs.* Adams, (10 Ohio R., 137.) Ejectment, by one of three heirs who, by partition decree, claimed land assigned him out of the estate in common.

The court say:

The three heirs held a right in common in the lots which the defendant occupied, and the statute [of limitations] extinguished the claims of two. The two could not evade this consequence by a sale of the third, or by any other act of theirs, for the statute had cut off their rights of action. Verdict for *one-fifteenth*.

Moore *vs.* Armstrong, (10 Ohio Rep., 11,) was ejectment on a joint demise by lessors, one of whom was under disability and one not. The court held the disability of one gave no protection to the others, and on a joint demise no interest could be recovered.

And in the same court, referring to this case, it is said:

We have just decided that this privilege (disability) was personal only, and did not protect the others, (not under disability.) (10 Ohio R., 137.)

In this case the party, on a *several* demise, recovered an undivided interest in the land.

In this court the question is by analogy *res adjudicata*, as the cases hereafter cited show.

In Ohio, under the practice act of March 8, 1831, for purposes of writs of error and bills of review, a saving in favor of one prior to the civil code saved the right to error or review as to others. (Wilkins et al. *vs.* Philips, 3 Ohio R., 49; Meese and wife *vs.* Keefe et al., 10 Ohio, 362; Massie Heirs *vs.* Wallace et al., 12 Ohio, 351; Lockwood *vs.* Wildman, 13 Ohio R., 430.)

But these cases are put exclusively on the ground that as error and review could not be prosecuted, except by *parties jointly*, and as the statute absolutely saved persons under disability, they should not lose their rights when the law *compelled* them to unite others for their own relief.

These cases are in conflict with the Ohio cases cited. And in 3 Ohio, 49, the court concede they are in conflict with the rule of the Supreme Court of the United States in Marsteller *vs.* McClean, 7 Cranch, 158.

These Ohio cases are cited with apparent disapproval in a note to section 483 of Angell on Limitations, as in conflict with the general rule of this court and the courts of many States.

II. *Elizabeth Waddell, by uniting* JOINTLY *with John Edmondson in a bill, waived and lost the privileges of her disability.*

This I claim is the rule upon the authority of this court, drawn from the analogy of its decisions.

Less than all the defendants in a joint decree cannot appeal without a summons and severance in the court below. (Massina *vs.* Cavazos, 20 Howard, 289.)

If part are absolutely barred therefore on such decree as this none can appeal.

Marsteller *vs.* McClean, (7 Cranch, 158.) This was trespass for mesne profits after a recovery in ejectment, one plaintiff not under disability, others were.

Story, J.:

It seems to be a settled rule that all the plaintiffs in a suit must be competent to sue, otherwise the action cannot be supported; and the case of Perry *vs.* Jackson, (4 Term R., 516,) decides that a plea of the statute of limitations, which is good as to one partner, bars them both in a joint action. When once the statute runs against one of two parties entitled to a joint action it operates as a bar to such joint action.

The reasoning in Perry *vs.* Jackson, (4 Term R., 518,) is especially applicable here.

The right of appeal is joint in the petitioners. And as remarked by

Lord Kenyon, (in 4 Term R., 519,) it was the duty of the parties under no disability to "watch over those interests in which they themselves were equally concerned with" the party under disability.

The case in Cranch settles the law in this court by analogy, that where one having a joint right of appeal is barred all are barred.

Owens et al. *vs.* Kincannon, (7 Peters, 399.) This was a bill precisely like the one in the case now under consideration.

Kincannon filed bill asserting a full equity to lands held by several defendants in fee, and praying decree for title.

Decree for complainant. Appeal allowed for all defendants. A part only gave bond and united in the citation, and for an appeal on their behalf.

Chief Justice Marshall:

A motion is made to dismiss this appeal because the decree being joint all the parties ought to join in the appeal. Upon principle it would seem reasonable that the whole case ought to be brought before the court, and that all the parties who are united in interest ought to unite in the appeal. * * In the case of Williams *vs.* The Bank of United States, (11 Wheat., 114,) which was a writ of error sued out by one defendant to a joint judgment against three, the writ was dismissed; the court being of opinion that it had issued irregularly, and that all the defendants ought to have joined in it.

By the judiciary act of 1789 decrees in chancery pronounced in a circuit court could be brought before this court only by writ of error. The appeal was given by the act of 1803. That act declares "that such appeals shall be subject to the same rules, regulations, and restrictions as are prescribed by law in cases of writs of error."

Previous to the passage of this act the decree under consideration could have been brought into this court only by writ of error, in which writ all the defendants must have joined. The language of the act which gives the appeal appears to us to require that it should be prosecuted by the same parties who would have been necessary in a writ of error. We think also that the same principle would be applicable from the general usage of chancery, to make one final decree binding on all the parties united in interest.

Appeal dismissed.

In the case now under consideration the decree was joint and the appeal is joint. No application was made for a separate appeal. (Coxe and Dick *vs.* The United States, 6 Peters, 172; Todd *vs.* Daniel, 16 Peters, 521.)

On grounds of public policy Elizabeth Waddell ought to lose the privileges of her disability. She was not bound to unite with Edmondson in a bill—she might have pursued her remedy without him as co-plaintiff—by uniting her fortunes with his she accepted his situation.

The court will not change well settled rules of law and practice to relieve her situation.

IV.

Waddell's heirs are not proper parties in the appeal.

It is shown that on 17th July, 1865, Waddell's heirs released to one of their co-petitioners, Edmond L. Edmondson. If the parties had been made in the court below on bill of revivor Edmond L. Edmondson would have been complainant and Waddell's heirs either defendants or not parties at all.

They have no interest in the lands in controversy.

Parties having no present interest in a decree, or the property to which it relates, have no right of appeal. (Reid *vs.* Vanderheyden, 5 Cowan, 719; Mills *vs.* Hoag, 7 Paige, 18; Idlay *vs.* Bowen, 11 Wendell, 238; Steele *vs.* White, 2 Paige, 478; Cuyler *vs.* Moreland, 6 Paige, 273; Howe *vs.* Van Schaick, 7 Paige, 221; 3 Daniels's Ch. Practice, 1604.)

They are not liable for the costs under the decree, and if they were could not appeal for that. (5 Cowan, 719.)

Elizabeth Waddell's executor is the party liable for costs.

As to Waddell's heirs the appeal should be dismissed, because they have no interest here, are unnecessary parties in the case, or at least improper as petitioners with Edmond L. Edmondson.

This precise point has been decided.

In Mills *vs.* Hoag, (7 Paige, Ch. R., 18,) a part of the syllabus is thus:

> Where a party against whom a final decree has been made sells his right to the subject-matter of the suit, an appeal from such decree in the name of the party against whom the same was made cannot be sustained. But if the purchaser is entitled to an appeal, he must make himself a party to the suit, and bring the appeal in his own name.

In Steele *vs.* White, (2 Paige, 478,) the syllabus says:

> Where a party has released all his interest in a suit he has no right to appeal.

V.

Heirs entitled by virtue of an ancestor's saving disability to appeal from a decree against such ancestor cannot assign the right of appeal.

Edmondson's heirs are by the five years' limitation barred of any right of appeal derived from their ancestor.

One of them, Edmond L. Edmondson, after decree, became the assignee from Waddell's heirs of the lands in controversy, and another tract of land, in consideration of one dollar and the payment of the costs decreed against their ancestor.

If Edmond L. Edmondson had been made a proper party here by revivor, yet he could not as the assignee of Waddell's heirs prosecute the appeal. He is a party, but not as the purchaser from Waddell's heirs, representing the interest they had.

The assignment in terms purported to convey the *property* in controversy, but not the *right of appeal.*

It could and did divest the assignors of all claim which they could pursue in equity. The legal right of Waddell's heirs in the estate passed by it. They were so far estopped by their deed that equity would not give them any status in court to assert any claim. In Mills *vs.* Hoag, (7 Paige, 21,) Chancellor Walworth said, in a case precisely like this, "the right of appeal is gone." And that was in a case, too, where he held the transfer of the right of appeal void as against public policy. In equity, the real party in interest must pursue a right. Waddell's heirs are no longer parties in interest.

But while the assignment divested them of a right to sue or conduct a suit or appeal, it could not invest Edmond L. Edmondson with a right of property. That was barred by the decree, and could not pass. *Ex nihil nihil fit.*

The right of appeal could not pass as an *incident* of the property, for no property passed. The right of an appeal was not an *incident.*

Waddell's heirs had only a *naked right of appeal.*

After they had waived their right to the property, and were estopped from making claim to it, they could not in equity appeal, or prosecute an appeal. Equity would not maintain a bill of revivor for them when it must be fruitless.

The naked right of appeal *is not assignable,* and hence Edmond L. Edmondson cannot appeal, or prosecute an appeal, as the assignee of Waddell's heirs.

By what law is it assignable?

On grounds of public policy a naked right of appeal must be held non-assignable.

The saving disability which saved the right of appeal was a *personal privilege.*

If Waddell's heirs had filed a bill of revivor, the respondents could have pleaded the five years' bar of the judiciary act.

The right to reply the saving disability of their ancestor was their privilege to plead or not. A failure to plead it would waive it.

To construe the judiciary act so as to permit this right to pass, by purchase, to a stranger, would extend the disability where the statute has not in terms, or in its spirit or purpose, and would establish a rule contrary to public policy.

It would permit stale law suits—mere naked rights to litigate—to become marketable commodities after the subject-matter had been abandoned by the original party in interest.

In Prosser *vs.* Edmonds, (1 Young and Call R., 497,) Lord Abinger said:

> The mere right of purchase shall not give a man a right to legal remedies. All our cases of maintenance and champerty are founded on the principle that no encouragement should be given to litigation *by the introduction of parties to enforce those rights* which others are not disposed to enforce.

And in 7 Paige, 21, Chancellor Walworth held this principle applicable to circumstances precisely like those in the present case.

At common law a deed executed for land which is held adversely to the grantor, by an individual in possession, is void for champerty. (4 McLean, 486.)

The rule in Ohio may not be precisely as at common law. (Key *vs.* Vallier, 1 Ohio, 132; Weakley *vs.* Hall, 13 Ohio, 167; 15 Ohio, 156, 715.)

But the common law rule has not been relaxed to permit the sale of a naked right to litigate, and where such sale has been made the court will not aid either party to it.

VI.

The appeal bond was not approved by a judge.

The judiciary act of 1789, as modified by the act of 1803, requires that—

> Every justice or judge signing a citation on any writ of error [appeal] shall take good and sufficient security, &c.

The practice is for the judge to approve the bond. In Boyce *vs.* Grundy, (6 Peters, 777,) an appeal was dismissed because no appeal bond was taken by the judge.

By the thirty-second section of the judiciary act the power of *amendment* extends to—

> Any defect in the process or pleadings upon such conditions as the * * courts shall, in their discretion and by their rules, prescribe.

If a practice has obtained to remand causes to perfect appeal bonds it is only in the *discretion* of the court, and on a stale equity, sold out to a co-plaintiff for the payment of costs, this is no case to allow an amendment. (Martin *vs.* Hunter, 1 Wheat., 362; Cattell *vs.* Brodie, 9 Wheat., 553.)

It is even doubtful if bond can be taken now. (6 Howard, 90.)

The judge cannot delegate *his power*, his duty, his *judgment*, or the exercise of his discretion to the clerk to take bond.

The court cannot dispense with the statute.

In Villabolis et al. *vs.* The United States, (6 Howard, 90,) the question was made whether a *citation* on an appeal allowed in vacation under the

act of 1789 and *signed by the clerk of the court below* could *bring* up an appeal. The court say:

When the appeal is not made in open court and *at the term at which the final decree is passed, a citation is necessary*, (the San Pedro, 2 Wheat., 142,) and where necessary the law requires it to be *signed by the judge*, and we have no power to receive an appeal in any other mode than that provided by law. (See Stafford et al. *vs.* Union Bank, 16 Howard.)

This was upon the same clause of the act of 1789 which requires the justice to take "good and sufficient surety."

The bond in this case, having never been approved by the justice of the court, is a nullity.

VII.

The record was not filed in this court within five years after the decree, exclusive of the time of disability of Elizabeth Waddell.

One of her heirs, Lucy A. Cooke, was *feme covert* when her mother died. Her disability cannot be piled on to that of her mother. (Mercer's lessee *vs.* Selden, 1 Howard, 37, 52; Whitney *vs.* Webb, 10 Ohio R., 513, 522.)

The act of 1803 declares that appeals shall be "allowed to the Supreme Court" and "the * proceedings * shall be transmitted to the Supreme Court," and "the Supreme Court is required to receive, hear, and determine such appeals."

The act of 1789 declares that "writs of error [appeals] shall not be *brought* but within five years," &c.

When is the appeal "brought" to the Supreme Court?

I say, *not until the record is here.*

In Brooks *vs.* Norris, (11 Howard, 204,) it was said:

The writ of error is not "*brought*," in the legal meaning of the term, until it is filed in the court which rendered the judgment.

Writs of error are *brought* to the court below; appeals are brought *from* the court below "*to* the Supreme Court." The appeal is not perfected until the record is filed here; until then it is not "*brought* to the Supreme Court."

In the Dos Hermanos, (10 Wheat., 306, 311,) the court held that an appeal *allowed* within five years was good, though the appeal bond was taken afterward.

Ch. J. Marshall said:

The mode of taking security and the time for perfecting it are matters of discretion to be regulated by the court granting the appeal, and when its order is complied with the whole has relation back to the time when the appeal was prayed.

No question was made as to the time of filing the record in this court.

Villabolis et al. *vs.* The United States, (6 Howard, 90,) would seem to show that if the appeal was allowed within the limited time, it was sufficient, though the citation was afterward.

The point now made never having been directly considered, it is submitted that a sound construction of the statute and good practice require the filing of the record within five years, so that appellees may know they will be called on to meet an appeal.

VIII.

The amount in dispute is not shown to be $2,000, *exclusive of costs.*

In Pratt *vs.* Fitzhugh, (1 Black,) the court say:

Without the fact of value being shown on the *record*, or by evidence *aliunde*, the court has no jurisdiction.

(And see 1 Abbott's United States Courts Practice, 337; Curtis's Commentaries, 224; Ex parte Bradstreet, 7 Peters, 647; Hagan *vs.* Forson, 10 Peters, 160; United States *vs.* Hughes, 11 Howard, 569; 5 Howard, 295.)

These authorities show that the practice is to receive evidence of value in this court. It is submitted whether this is a proper case to allow it in the discretion of this court.

And if the fact of the death of parties, heirship, devise, assignment of interest, &c., all of which arise *dehors* the original record, are not required to be made by bill of revivor, then, as they affect the jurisdiction on appeal, both of persons and subject-matter, they must be heard here.

And in this view the assignment from Waddell's heirs is competent evidence.

In any view of this case, it is respectfully submitted the appeal must be dismissed.

WM. LAWRENCE,
J. W. ROBINSON,
Counsel for Appellees.

Certified copy of deed from Waddle's heirs to Edmondson.

JAMES A. WADDLE AND OTHERS *to* EDWIN L. EDMONDSON. } Deed.

Know all men by these presents that we, the undersigned, James A. Waddle, Susan C. Waddle, of Monroe County, West Virginia, William D. Cook and Lucy A. Cook, of the city of Richmond, State of Virginia, Lyttleton Waddle, jr., Nannie E. Waddle, William H. H. Waddle, and Maggie Waddle, only surviving heirs of Elizabeth Waddle, deceased, and Lyttleton Waddle, sr., of Augusta County, Virginia, for and in consideration of the conditions hereinafter mentioned, do hereby bargain, sell, convey, and forever quitclaim unto Edwin L. Edmondson, of Augusta County, Virginia, his heirs, and assigns forever, all our right, title, and interest in and to all lands, moneys, and benefits devised to John Edmondson by his wife, Elizabeth Edmondson, formerly Mrs. Rickman, which considerations are as follows:

Whereas said Edmondson covenants and agrees to pay certain costs which have accrued in the prosecution of a claim for certain surveys of and located in the counties of Union and Delaware, Ohio, and hereby releases us from the payment of any part thereof, and for the further consideration of one dollar, in hand paid to us by said Edmondson, we hereby bargain, sell, convey, and quitclaim to said Edwin L. Edmondson forever, all our right, title, and interest in and to said claim, which is known as the Rickman claim.

Given under our hands and seals this 17th day of July, 1865; witness the following signatures and seals.

JAS. A. WADDLE.	[SEAL.]
S. C. WADDLE.	[SEAL.]
WM. D. COOKE.	[SEAL.]
LUCY A. COOKE.	[SEAL.]
L. WADDLE, JR.	[SEAL.]
NANNIE E. WADDLE.	[SEAL.]
WILLIAM H. H. WADDLE.	[SEAL.]
MAGGIE A. WADDLE.	[SEAL.]
L. WADDLE.	[SEAL.]

STATE OF VIRGINIA, *Augusta County, to wit:*

Before me, William A. Burnett, a notary public, in and for said Augusta County, State of Virginia, appeared the within Littleton Waddle, jr., and Nannie, his wife, William H. H. Waddle, and Maggie, his wife, and severally acknowledged the signing and sealing of the within deed of conveyance to be their voluntary act and deed, and the said Nannie and Maggie Waddle being at the same time examined by me separate and apart from their husbands, and the contents of said conveyance made known to them by me, they declared that they did voluntarily sign, seal, and acknowledge the same, and that they are still satisfied therewith.

Given under my hand this 29th day of August, 1865.

WILLIAM A. BURNETT,
Notary Public.

STATE OF VIRGINIA, *Augusta County, to wit:*

Before me, William A. Burnett, a notary public, in and for said county of Augusta, State of Virginia, personally appeared the within-named Lyttleton Waddle, sr., Lyttleton Waddle, jr., and William H. H. Waddle, and acknowledged the sealing and signing of the within deed of conveyance to be their voluntary act and deed.

Given under my hand and official seal in office at Stanton this 29th day of August, A. D. 1865, and in the ninetieth year of the Commonwealth.

[SEAL.] WILLIAM A. BURNETT,
Notary Public.

STATE OF VIRGINIA, *City of Richmond:*

Before me, Jno. M. Francisco, a notary public in and for said city of Richmond and State of Virginia, appeared the within William D. Cooke and Lucy Ann, his wife, and severally acknowledged the signing and sealing of the within deed of conveyance to be their voluntary act and deed, and the said Lucy Ann being at the same time examined by me separate and apart from her husband, and the contents of said conveyance made known to her by me, she declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand this twenty-fifth day of August, 1865.

J. M. FRANCISCO,
Notary Public for Richmond City.

STATE OF VIRGINIA, *City of Richmoud:*

Before me, Jno. M. Francisco, notary public in and for said city of Richmond and State of Virginia, appeared the within William D. Cooke and acknowledged the signing and sealing of the within deed of conveyance to be his voluntary act and deed.

Given under my hand this 25th day of August, 1865.

J. M. FRANCISCO,
Notary Public for Richmond City.

STATE OF WEST VIRGINIA, *Monroe County, to wit:*

Before me, J. M. Byonside, deputy for I. E. Howell, recorder in and for said county of Monroe and State of West Virginia, appeared the within James A. Waddle and Susan E., his wife, and severally acknowledged the signing and sealing of the within deed of conveyance to be

their voluntary act and deed, and the said Susan E. being at the same time examined by me separate and apart from her husband, and the contents of said conveyance made known to her by me, she declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

In testimony whereof, I have hereunto set my hand and affixed my private seal, there being no seal of office at my said office in Union, Monroe County, West Virginia, this 2d day of September, in the year 1865, and the third year of the State.

For I. E. HOWELL,
Recorder of M. C.,
[SEAL.] J. M. BYONSIDE, *Deputy.*

STATE OF WEST VIRGINIA, *Monroe County, to wit:*

Before me J. M. Byonside, deputy for I. E. Howell, recorder in and for the said county of Monroe and State of West Virginia, appeared the within James A. Waddle and acknowledged the signing and sealing of the within deed of conveyance to be his voluntary act and deed.

Given under my hand and seal this 2d day of September, 1865.

[SEAL.] J. M. BYONSIDE, *Deputy*,
For I. E. HOWELL,
Recorder of M. C.

I, Edwin L. Edmondson, do hereby certify and covenant that the parties to this deed are the husband and the only children of Mrs. Elizabeth Waddle, and that she died without a will.

Given under my hand and seal 27th day of September, 1865.

[SEAL.] E. L. EDMONDSON.

Received for record December 5, 1865; recorded December 20, 1865. The foregoing deed has a fifty cts. I. T. revenue stamp upon it duly canceled. Three of the foregoing acknowledgments has five cents each upon it duly canceled.

JAMES SMITH,
Recorder Union County.

I hereby certify that the above and foregoing is a full and true copy from the records in this office, in Record No. 28, pages 401 and 402.

HIRAM RONEY,
Recorder of Union County, Ohio.

[His official seal, this 17th day of December, 1870.]

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